



JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**AMENDED**

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., May 22, 2017, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Waring

Approval of Minutes: May 9, 2017

- a. Approval of a facility rental with Bethel United Methodist Church for Piccolo Spoleto Festival of Churches and Synagogues on June 2, 3, 4, and 10, 2017 (57 Pitt Street)
- b. Authorize the Mayor to purchase the above referenced property from Walter Jaudon for the sum of \$50,000. The property is strategically located at the entrance of the Maryville-Ashleyville neighborhoods and provides the City an opportunity to bring much needed affordable homeownership to West Ashley. An adjacent parcel [TMS: 418-11-00-205] was purchased in 2015. This acquisition will allow for the complete development of the gateway to the neighborhood. The funds for this acquisition will be derived from HOME Investment Partnerships program income. [TMS: 418-11-00-206; 0 Hillsboro Street]
- c. Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City intends to purchase 2.52 acres at the intersection of Highway 7 and Highway 171 from Faison-Sumar Street, LLC for \$3,029,500 (TMS: 352-08-00-006; Intersection of Highway 7 and 171). The property is owned by Faison-Sumar Street, LLC.
- d. Request approval for the Mayor to execute the Memorandum of Understanding whereby East Line Partners LLC 1) intends to purchase a 0.57 acre parcel (bound by Meeting Street on the east, Sheppard Street on the south and I-26 ramps on the north and west) from SC DOT, and 2) transfer approximately 0.28 acres of the parcel to the City of Charleston as a linear park connection following completion of their development. (TMS: 459-05-03-138; Sheppard Street). The property is owned by East Line Partners, LLC.
- e. Request approval for the Mayor to execute the Third Amendment to the Lease for 3 Lockwood whereby the rent due from Charleston Marine Holdings (Tenant) for the first extension period is set in accordance with the Lease and 2<sup>nd</sup> Amendment, and the City grants one additional five

year extension. (TMS: 460-14-00-016; 3 Lockwood). The property is owned by the City of Charleston.

- f. Request approval for Mayor to consent to terminate the Cannon Street YMCA's grant of 15 foot ingress-egress easement on YMCA's Cannon Street property to Smith Morris, LLC (now Gathering at Morris Square) (TMS: 460-12-01-008; 61 Cannon Street). The property is owned by Cannon Street YMCA.
- g. Consider the following annexations:
  - (i) Properties on Maybank Highway and Zelasko Drive (TMS# 313-00-00-071; and 313-00-00-072, 073, 231, 252, 332) 20.858 acres, Johns Island (District 5). The property is owned by the Estate of Thomas S. Morris.
  - (ii) 3037 Maybank Highway (TMS# 313-00-00-075) 5.578 acres, Johns Island (District 5). The property is owned by Julian and Constance Kornahrens.
  - (iii) A portion of 2115 River Road (TMS# 345-00-00-067) 6.13 acres, Johns Island (District 5). The property is owned by Susan P. Polk and Laurie Edward Polk.
  - (iv) Property known as Bees Ferry Road and Hughes Road (TMS# 287-00-00-054 and 287-00-00-347) 12.439 acres, West Ashley (District 5). The property is owned by heirs of Phillis Washington.
- h. An ordinance authorizing the Mayor to execute on behalf of the City the necessary documents to effectuate the land transfers contemplated by the Fourth Amendment to the Daniel Island Development Agreement, to include but not be limited to: a trail easement to Daniel Island Town Association, Inc.; a deed to Daniel Island Town Association, Inc. pertaining to City owned property bearing TMS No. 275-00-00-148 (Lot 1, Parcel R, Block O), along with an assignment of U.S. Army Corps of Engineers permit no. 2000-IP-319; a deed to Daniel Island Town Association, Inc. pertaining to property to be received by the City that will comprise a waterfront park; and a ground lease to Daniel Island Town Association, Inc. pertaining to City owned property comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) and a mortgage satisfaction.
- i. Approval to grant a License to Daniel Island Town Association, Inc. to access City-owned property on Daniel Island comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) prior to the execution of a Ground Lease to enable the property to be grassed and otherwise timely prepared for recreational use, provided the form of the License is approved by Corporation Counsel.


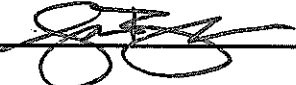
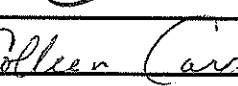

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: May 9, 2017  
FROM: Scott Watson DEPT: Executive/ Cultural Affairs  
ADDRESS: 57 Pitt St., (Bethel United Methodist Church)  
TMS: \_\_\_\_\_  
ACTION REQUEST: Piccolo Spoleto June 2, 3, 4, 10, 2017 for Festival of Churches and Synagogues

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u></u>	<input checked="" type="checkbox"/>
Legal Department	<u></u>	<input type="checkbox"/>
Chief Financial Officer	<u></u>	<input type="checkbox"/>
Director Real Estate Management	<u></u>	<input type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed?

Yes ☐ No ☒

If yes, was funding previously approved?

Yes ☐ No ☒

\*If approved, provide the following: Dept/Div. N/A Acct: N/A

Balance in Account N/A Amount needed for this item N/A

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: May 9, 2017

FROM: Scott Watson DEPT: Executive/Cultural Affairs

ADDRESS: 57 Pitt St., (Bethel United Methodist Church)

TMS: \_\_\_\_\_

ACTION REQUEST: Piccolo Spoleto June 2, 3, 4, 10, 2017 Festival of Churches and Synagogues

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### ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

☐ **TEMPORARY**  
Terms: \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM



### LEASE

Lessor: Bethel UMC Lessee: City of Charleston



### INITIAL

Terms: No fees



### RENEWAL

Terms: \_\_\_\_\_



### AMENDMENT

Terms: \_\_\_\_\_



### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

\_\_\_\_\_

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**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes



No



N/A



Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

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**NEED:** Identify any critical time constraint(s).

BETHEL UNITED METHODIST CHURCH



57 Pitt Street Charleston SC 29401 843 723 4587 [www.bethelcharleston.com](http://www.bethelcharleston.com)

Facility Rental Form

*Revised May 2017*

1. Bethel members and non-members are required to complete form.
2. Bethel members are not charged for use, but must identify the facilities they will use.
3. PARKING: There is a limited amount of parking at Bethel. Mon-Fri all spaces that are numbered are leased spaces and cannot be used by church members or anyone using facilities. Applicants using Bethel buildings may not be able to use Bethel's parking lot depending on other functions being held at the same time. All spaces are available on Saturdays unless otherwise discussed.
4. RULES/POLICIES/LIABILITY OF BETHEL UMC
  - (a) Completion of the Facility Rental Form will be regarded as acceptance to the rules and policies of Bethel UMC
  - (b) The mission of applicant must not be in conflict with that of the United Methodist Church.
  - (c) The program needs of Bethel UMC will have priority over outside groups requesting use of any facility. Proper notice will be given should any agreement for continued use of facility be revised or revoked due to Bethel programming needs. Every attempt will be made to not give less than two weeks' notice for cancellation. In emergencies, alternate arrangements with individuals will be resolved.
  - (d) Application must be received in sufficient time for approval by the Board of Trustees. Applicant/Organizations agree to provide their own insurance.

When submitted this application will be forwarded to the Board of Trustees for approval or denial. Sufficient time must be allowed for consideration.

- (e) FEES: Trustees may approve use of facilities without payment for certain groups. (Youth, Disaster Relief, Charitable Organizations, etc.) Custodial fees may still apply.

I have read these regulations and accept them: \_\_\_\_\_ date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## APPLICATION

Applicant/Organization City of Charleston  
 Principal Person Responsible Ray Swagerty Church Member? No  
 Email swagertyr@charleston-sc.gov  
 Phone 843 - 724 - 7414 other> - - ext.  
 Non-Profit? Yes ~~Governmental Agency~~  
 Purpose of Function Piccolo Spoleto Festival of Churches and Synagogues  
 Frequency of Meetings Weekly Monthly Bi-Monthly X Annually  
 # of Persons expected 350  
 # of Cars using Parking Lot 50

Date(s) of Use	YEAR	MONTH	DATE	Arrive Time	Depart Time
	<u>2017</u>	<u>June</u>	<u>2</u>	<u>3:00p</u>	<u>6:00p</u>
	<u>2017</u>	<u>June</u>	<u>3</u>	<u>2:00p</u>	<u>5:00p</u>
	<u>2017</u>	<u>June</u>	<u>4</u>	<u>4:00p</u>	<u>6:00p</u>
	<u>2017</u>	<u>June</u>	<u>10</u>	<u>4:00p</u>	<u>6:00p</u>

### Bethel Space Requested

*Please check all that apply*

x

#### Room/Area

"X" area in use, fees  
may apply

Sanctuary	<u>TBD</u>
Kitchen (no cooking)	<u>\$100</u>
Grounds	<u>\$100</u>
Chapel	<u>\$150</u>
Classroom	<u>\$50</u>
Church Parlor	<u>\$100</u>
Key Deposit	<u>\$50</u>
Damage Deposit	<u>\$100</u>
Sound System - tech	<u>\$100</u>
Fellowship Hall	<u>\$300</u>

Other Fees	Sexton, extra hours	<u>\$150</u>
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<b>TOTAL</b>	<b>due one month prior</b>	<b><u>\$0.00</u></b>
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b.)

**REAL ESTATE COMMITTEE  
GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: May 16, 2017

FROM: Geona Shaw Johnson DEPT: BFRC

ADDRESS: 0 Hillsboro Street, Charleston, SC

TMS: 418-11-00-206

To authorize the Mayor to purchase the above referenced property from Walter Jaudon for the sum of \$50,000. The property is strategically located at the entrance of the Maryville-Ashleyville neighborhoods and provides the City an opportunity to bring much needed affordable homeownership to West Ashley. An adjacent parcel [TMS 418-11-00-205] was purchased in 2015. This acquisition will allow for the complete development of the gateway to the neighborhood. The funds for this acquisition will be derived from

ACTION REQUEST: HOME Investment Partnerships program income.

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

Department Head

Legal Department

Chief Financial Officer

Director Real Estate  
Management

Signature	Attachments
<u>Geona Shaw Johnson</u>	<input checked="" type="checkbox"/>
<u>[Signature]</u>	<input type="checkbox"/>
<u>Amey Wharton</u>	<input type="checkbox"/>
<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved? Yes ☐ No ☒

\*If approved, provide the following: Dept/Div. Housing/Home ownership Acct: HOME PI

Balance in Account \$97,466.91 Amount needed for this item \$50,000

**NEED:** Identify any critical time constraint(s).



## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: May 12, 2017

FROM: Geona Shaw Johnson DEPT: BFRC

ADDRESS: 0 Hillsboro Street, Charleston, SC

TMS: 418-11-00-206

To authorize the Mayor to purchase the above referenced property from Walter Jaudon for the sum of \$50,000. The property is strategically located at the entrance of the Maryville-Ashleyville neighborhoods and provides the City an opportunity to bring much needed affordable homeownership to West Ashley. An adjacent parcel [TMS 418-11-00-205] was purchased in 2015. This acquisition will allow for the complete development of the gateway to the neighborhood. The funds for this acquisition will be derived from

ACTION REQUEST: HOME Investment Partnerships program income.

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### ACTION: What action is being taken on the Property mentioned?

<input checked="" type="checkbox"/>	<b>ACQUISITION</b>	Seller (Property Owner)	<u>Walter Jaudon</u>	Purchaser	<u>City of Charleston</u>
<input type="checkbox"/>	DONATION/TRANSFER	Donated By: _____			
<input type="checkbox"/>	FORECLOSURE	Terms: _____			
<input checked="" type="checkbox"/>	PURCHASE	Terms: <u>See Sales Contract Attached</u>			
<input type="checkbox"/>	CONDEMNATION	Terms: _____			
<input type="checkbox"/>	OTHER	Terms: _____			

<input type="checkbox"/>	<b>SALE</b>	Seller (Property Owner)	_____	Purchaser	_____
<input type="checkbox"/>	NON-PROFIT ORG, <i>please name</i>	_____			
<input type="checkbox"/>	OTHER	Terms: _____			

<input type="checkbox"/>	<b>EASEMENT</b>	Grantor (Property Owner)	_____	Grantee	_____
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## COMMERCIAL REAL ESTATE FORM

☐

PERMANENT

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☐

LEASE

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☐

AMENDMENT

Terms: \_\_\_\_\_

☐

Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*

Director Real Estate Management

**ADDITIONAL :** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).

## **AGREEMENT OF PURCHASE AND SALE**

This **AGREEMENT OF PURCHASE AND SALE** (this "**Agreement**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **CITY OF CHARLESTON**, having a notice address of 80 Broad Street, Charleston, South Carolina 29401 (hereinafter referred to as the "**Buyer**") and Walter Jaudon, having a notice address of 1163 Landsdowne Drive, Charleston, South Carolina 29412 (hereinafter referred to together as the "**Seller**").

### WITNESSETH

1. **SALE OF THE PROPERTY.** The Seller agrees to sell and the Buyer agrees to purchase on the terms hereafter stated all of the Seller's right, title, and interest as of the Closing Date (as hereinafter defined), in and to the real property located in Charleston County, South Carolina, and known generally as 0 Hillsboro Street, Charleston, South Carolina, bearing Charleston County Tax Map No. 418-11-00-206, together with all improvements located thereon and appurtenances thereto, if any (the "**Property**").

2. **PURCHASE PRICE.** Subject to an appraisal, an acceptable Phase I environmental assessment as required by the Department of Housing and Community Development, and the adjustments and the prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller on the Closing Date for the Property (the "**Purchase Price**") is the sum of Fifty Thousand and No/100 Dollars (\$50,000.00).

3. **TITLE.** At the closing of the transfer of the Property from Seller to Buyer (the "**Closing**"), Seller shall convey good and marketable fee simple title to the Property by general warranty deed free and clear of all judgments, leases, liens, encumbrances and security interests. Buyer shall cause the title to the Property to be examined, and at the Buyer's option, shall cause a survey to be performed, all at the Buyer's expense. Prior to the expiration of the Inspection Period as set forth in Paragraph 9, the Buyer shall submit to Seller notice in writing of its reasonable objections to title, including but not limited to any matters shown on any survey of the Property (the "**Title Objections**"). Seller shall have until the Closing to correct, at Seller's sole cost and expense, the Title Objections. If, at the Closing, Seller has not corrected the Title Objections to Buyer's satisfaction in Buyer's sole and absolute discretion, notwithstanding the terms of Paragraph 7, the Buyer shall have as its sole and exclusive remedy the following options:

- 3.1 Buyer may accept such title as Seller may be able or willing to deliver, in which case, there will be no reduction in the Purchase Price and Buyer shall be deemed to have waived such objections and defects and neither party shall have further claim against the other by reason of such objections and defects;
- 3.2 Buyer may terminate this Agreement, in which case this Agreement shall be null and void; or

- 3.3 Buyer shall be entitled to enforce the remedy of specific performance of this Agreement by Seller, and Seller shall be responsible for Buyer's costs therefor, including reasonable attorney's fees and court costs.

4. **CONDITIONS PRECEDENT TO CLOSING BY BUYER.** The obligation of the Buyer to consummate this Agreement is subject to and conditioned upon the satisfaction, at or prior to the Closing Date, of each of the following conditions:

- 4.1 The representations and warranties of Seller made herein shall be deemed to have been made again on the Closing Date and then be true and correct, subject to any changes contemplated by this Agreement;
- 4.2 All terms, covenants and conditions to be complied with and performed by Seller under this Agreement on or before the Closing Date shall have been duly complied with and duly performed; and
- 4.3 No matters affecting title to which the Buyer objects shall have occurred between the time of the Buyer's examination of title and the date of Closing.

5. **CLOSING.** The Buyer and the Seller agree that the purchase shall be consummated as follows:

- 5.1 **Title Transfer.** The Seller agrees to convey title to the Property to the Buyer on or before the close of business on the Closing Date and, effective on the delivery of such deed by Seller to the Buyer, beneficial ownership and the risk of loss of the Property shall pass from Seller to the Buyer.
- 5.2 **Closing Date and Location.** Unless otherwise agreed by the parties in writing, the date of the Closing (the "***Closing Date***") shall be on or before the date that is fifteen (15) days after the expiration of the Inspection Period. **TIME IS OF THE ESSENCE.** Unless otherwise agreed in writing, Closing shall take place at the offices of Buyer's attorney in Charleston, South Carolina.
- 5.3 **Seller's Instruments.** At Closing, the Seller shall deliver or cause to be delivered to the Buyer the following items:
- 5.3.1 **General Warranty Deed.** A general warranty deed (the "***Deed***") executed by the Seller conveying the Property to the Buyer.
- 5.3.2 **Affidavits.** Any and all affidavits, certificates or other documents required by the title insurer in order to cause it to issue an owner's title insurance policy in a form and condition acceptable to Buyer.

- 5.3.3 Authorizations. A certified copy of the resolutions adopted by the Seller and such other evidence of Seller's power and authority to enter into this Agreement and to convey the Property as Buyer reasonably requests.
- 5.3.4 Non-Foreign Affidavit. Seller's affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Paragraph 1445 of the Internal Revenue Code.
- 5.3.5 Nonresident Seller Withholding Affidavit. Seller's affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-8-580 of the Code of Laws of South Carolina.
- 5.3.6 Additional Documents. Such additional documents as might be reasonably required by Buyer or Buyer's title insurer in order to perfect the conveyance, transfer and assignment of the Property to Buyer and issue an owner's title insurance policy.
- 5.4 Buyer's Instruments. At Closing, the Buyer shall deliver to the Seller the following items:
- 5.4.1 Purchase Price. The payment required by Paragraph 2 hereof.
- 5.4.2 Additional Documents. Such additional documents as might be reasonably required by the Seller to consummate the sale of the Property to the Buyer.
- 5.5 Closing Costs. With respect to the conveyance of the Property, the Seller shall pay its own legal expenses, deed and other seller document preparation costs, any sum necessary to correct any Title Objections raised by Buyer in writing prior to expiration of the Inspection Period, and that Seller agrees, in writing, to pay, any recording fees or stamps applicable to the Deed, if any. The Buyer shall pay the following costs: the Buyer's attorney's fees, recording charges, and all other costs to include appraisal and survey costs, and title insurance costs.

6. **POSSESSION.** Possession of the Property shall be delivered to the Buyer on the Closing Date free from leases and parties claiming rights to possession of the Property.

7. **DEFAULT; REMEDY.** In the event that Seller or the Buyer fails to perform their obligations hereunder, the party claiming default shall make written demand for performance. If Seller defaults and fails to comply with such written demand within ten (10) days after receipt

thereof, the Buyer shall be entitled to seek any remedy available at law or in equity. If the Buyer defaults and fails to comply with such written demand within ten (10) days after receipt thereof, Seller's sole remedy shall be to terminate this Agreement.

8. **ADJUSTMENTS AND PRORATIONS.** All receipts and disbursements of the Property, if any, shall be prorated on the Closing Date and the Purchase Price shall be adjusted on the following basis:

- 8.1 **Property Taxes.** All real and personal property ad valorem taxes and installments of special assessments and user fees, if any, for the calendar year 2017 and prior years shall be paid by Seller. All real and personal property ad valorem taxes and special assessments and user fees, if any, whether payable in installments or not, for the calendar year in which the Closing occurs shall be prorated to the Closing Date, based on the latest available tax rate and assessment valuation.

9. **BUYER'S RIGHT OF INSPECTION.** Buyer shall have forty-five (45) days from the Approval Date to inspect the Property to determine its suitability for purchase (the "*Inspection Period*"). As used herein, the "*Approval Date*" shall mean the date that all necessary approvals have been received from City of Charleston City Council. Buyer shall use its best efforts to complete all inspections and approvals promptly. If, in its sole and absolute discretion, the Buyer is not satisfied with the inspection for any reason, Buyer, at its option and its sole discretion, may terminate this Agreement. Buyer shall notify Seller in writing of its intention to terminate on or before the expiration of the Inspection Period. Upon termination by Buyer in accordance with this Paragraph 9, all rights and obligations set forth under the terms of this Agreement shall automatically become null and void.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer as follows:

- 10.1 Now and at the Closing, Seller shall be the sole owner of the Property to be sold pursuant to this Agreement and Seller shall possess all requisite right, authority and power to execute and perform this Agreement in accordance with its terms.
- 10.2 Seller has good and marketable title in fee simple to the Property which shall be conveyed to Buyer at Closing by general warranty deed free and clear of any and all judgments, liens, encumbrances, leases, restrictions or easements except for those specifically consented to by Buyer, in Buyer's sole discretion, prior to the expiration of the Inspection Period.
- 10.3 There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property, at

law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency, entity or instrumentality, domestic or foreign.

- 10.4 There are not presently pending any condemnation actions or special assessments of any nature with respect to the Property or any part thereof, nor has Seller received any notices of any condemnation actions or special assessments being contemplated, nor does Seller have any knowledge of any being contemplated.
- 10.5 Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Property or any portion thereof which has not been complied with.
- 10.6 All of the Property has direct access to public streets.
- 10.7 Seller has taken all necessary action in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby. The Agreement, and the agreements contemplated herein, upon execution, shall be a legal and binding obligation of Seller and shall be enforceable against Seller in accordance with their terms. Seller has the right, power, legal capacity, and authority to enter into and perform Seller's obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with the sale of the Property.
- 10.8 Seller agrees to cooperate with Buyer as may be necessary in the pursuit of soil and environmental testing, property inspections and the like, to include without limitation, providing Buyer with copies of previous reports, inspections, etc.

11. **COASTAL TIDELANDS & WETLANDS ACT.** In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an addendum will be attached to this Agreement incorporating the required disclosures at Seller's expense.

12. **MISCELLANEOUS.** It is further agreed as follows:

- 12.1 **Notice.** All notices required hereunder shall be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown above, until notification of a change of such addresses. Notice may also be sent by a nationally recognized overnight courier service to the addresses set forth above.

- 12.2 Entire Agreement. This Agreement, together with the attachments hereto, constitutes the entire agreement between the Buyer and the Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. The Agreement cannot be amended except in writing executed by the Buyer and the Seller.
- 12.3 Binding Effect. This Agreement shall inure to the benefit of and bind the parties and the respective successors and permitted assigns of the parties hereto.
- 12.4 Assignment. This Agreement shall not be assigned by either party without first obtaining the other party's written consent, which consent may be withheld with or without cause.
- 12.5 South Carolina Law. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.
- 12.6 Survival. All representations made within this Agreement, or in instruments, certificates, opinions, or other writings provided for in this Agreement, shall survive the Closing and shall not merge with the deed.
- 12.7 Counterparts / Electronic Transmittal. This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing signatures of the parties shall be deemed to be originals and shall be binding.
- 12.8 Attorneys Fees/ Costs. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.
- 12.9 Business Days. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or a day on which banking institutions in the State of South Carolina are required or authorized by law (including executive orders) to close, the compliance with such obligations or delivery shall be deemed acceptable on the next business day.

**\*\*\*Remainder of Page Intentionally Left Blank\*\*\***

[Signatures on Following Page]



IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
**WALTER JAUDON**

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

BUYER:

**CITY OF CHARLESTON**

By: \_\_\_\_\_  
John J. Tecklenburg  
Its: Mayor

c.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: May 23, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Intersection of Highway 7 and 171

TMS: 352-08-00-006

PROPERTY OWNER: Faison-Sumar Street, LLC

ACTION REQUEST: Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City intends to purchase 2.52 acres at the intersection of Highway 7 and 171 from Faison-Sumar Street, LLC for \$3,029,500.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Francis J. Cantrell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?\* Yes ☒ No ☐

\*If approved, provide the following: Dept/Div. 191010 Acct: 53015

Balance in Account \_\_\_\_\_ Amount needed for this item \$3,029,500

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: May 23, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Intersection of Highway 7 and 171

TMS: 352-08-00-006

PROPERTY OWNER: Faison-Sumar Street, LLC

ACTION REQUEST: Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City intends to purchase 2.52 acres at the intersection of Highway 7 and 171 from Faison-Sumar Street, LLC for \$3,029,500.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

### **ACTION:** What action is being taken on the Property mentioned?

☒ **ACQUISITION** Seller (Property Owner) Faison-Sumar Street, LLC Purchaser City of Charleston

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☒ **PURCHASE**  
Terms: The City intends to purchase 2.52 acres for \$3,029,500.

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM

☐

PERMANENT

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☐

LEASE

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☐

AMENDMENT

Terms: \_\_\_\_\_

☐

Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).

## AGREEMENT TO BUY AND SELL REAL ESTATE

This Purchase and Sale Agreement "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "**Effective Date**") by and between **FAISON-SUMAR STREET, LLC**, a North Carolina limited liability company (the "**Seller**"), and **CITY OF CHARLESTON, SOUTH CAROLINA**, a South Carolina municipal corporation ( "**City**" or "**Buyer**").

### WITNESSETH:

1. **Sale of the Property.** The Seller agrees to sell by limited warranty deed and the Buyer agrees to purchase on the terms hereafter stated on the Closing Date (hereafter defined), the parcel or tract of land described on Exhibit A, attached hereto, and known generally as Charleston County TMS No. 352-08-00-006, together with all improvements thereon and appurtenances thereto (the "**Property**").
2. **Purchase Price; Earnest Money.** The purchase price for the Property shall be **\$3,029,500.00** (the "**Purchase Price**"). Subject to the adjustments and prorations set forth herein, the Purchase Price shall be paid to Seller in immediately available funds at Closing in accordance with wiring instructions to be provided by Seller. An earnest money deposit of Fifty Thousand and No/100 (\$50,000.00) Dollars ("**Earnest Money**") is due from City no later than five (5) business days following the Effective Date. Seller and City authorize Haynsworth, Sinkler, Boyd, P. A. to act as Escrow Agent and as Closing Attorneys for Buyer to hold and disburse the Earnest Money according to the terms of this Agreement. At Closing, the Earnest Money will be paid to Seller and credited to City in reduction of the Purchase Price.
3. **Contingencies.** This Agreement is contingent on the approval of its terms by the City Council of Buyer during the Inspection Period (as defined below). If this Agreement is not terminated by Buyer during the Inspection Period by notice to Seller, the contingency in this Section shall be deemed waived, null and void.
4. **Right to Go on Property.** During the Inspection Period (as defined herein), Buyer and its agents and representatives shall have the right, upon prior notice to Seller, to go on the Property for the purpose of conducting soil tests, surveys, environmental audits and other investigations, and undertaking such other activities as Buyer deems necessary in connection with its evaluation and planning the development of the Property. Buyer acknowledges its responsibility for the negligent acts of its officials, officers and employees under S.C. Code § 15-78-10, et seq, the South Carolina Tort Claims Act in entering on the Property, and Buyer shall repair any damage to the Property resulting from or relating to such entry. Prior to entry upon the Property, Buyer shall require that each of its contractors entering the Property keep in force during the full term of such entry a policy of commercial general liability insurance issued by an insurance company licensed to do business in the State of South Carolina covering any liability arising out of or in connection with entry upon the Property, with Seller as additional insureds and with limits of liability of not less than \$1,000,000.00 for each occurrence. The obligations of Buyer under this paragraph shall survive the termination of this Agreement or Closing.

5. **Inspection Period; Closing.** The closing of this transaction (the "Closing") shall occur at the offices of Buyer's attorney, in Charleston, South Carolina, unless otherwise agreed to by the parties, on a date determined as follows:

- a. Buyer shall have until 60 days after the Effective Date (the "Inspection Period") to conduct any and all physical and other inspections or investigations it deems necessary to insure material compliance of the Property with Buyer's intended use of the Property. Seller shall cooperate with Buyer in facilitating Buyer's inspections and due diligence. Until the expiration of the Inspection Period, Buyer may terminate this Agreement for any reason or no reason, in Buyer's sole discretion, by giving written notice to Seller on or before 5:00 PM on the last day of the Inspection Period. Upon termination in accordance with the foregoing, this Agreement shall be null and void, except for any rights or obligations that are expressly stated to survive termination.
- b. If Buyer does not terminate this Agreement on or before expiration of the Inspection Period, subject to the remaining terms hereof, the **Closing shall occur on the date that is 15 days after expiration of the Inspection Period. TIME IS OF THE ESSENCE.** The Closing of this transaction shall occur at the offices of Buyer's attorney, in Charleston, South Carolina, unless otherwise agreed to by the parties. Notwithstanding the foregoing, the sale of the Property will be closed in escrow with the Escrow Agent. On or before the closing date, (i) Seller shall deposit with the Escrow Agent the Closing documents that it is obligated to deliver at Closing, and (ii) Buyer shall deposit with the Escrow Agent the Closing documents that it is obligated to deliver, together with, in immediately available funds, the remainder of the Purchase Price. Seller and Buyer agree to provide escrow instructions to the Escrow Agent consistent with the requirements of this Agreement to facilitate Closing.

6. **Closing Documents.** On or before the date of Closing, Seller shall execute and deliver to Escrow Agent in trust the following items, in form and substance reasonably acceptable to Buyer and Seller:

- a. A limited warranty deed, conveying fee simple title to the Property, subject only to (1) ad valorem real property taxes and any other governmental assessments for the fiscal year in which the closing occurs (to be prorated as of the Closing date), (2) all other matters of record in the RMC Office for Charleston County as of the Effective Date, and (3) any other matters that would be disclosed by a current survey and inspection of the Property (collectively the "Permitted Exceptions"), provided, however, Buyer shall not be obligated to object to mortgage or other financing liens, tax liens or money judgments granted by or filed against Seller, and the same shall be paid in full by Seller at or prior to Closing and shall cause the Property to be conveyed free and clear thereof.
- b. An owner's affidavit in form reasonably acceptable to Buyer's title insurance company affirming that there are no outstanding possessory rights, liens or rights

to claim rights or liens against the Property by or through Seller.

- c. Such other documents or instruments as may be reasonably required by Buyer, the Escrow Agent or the Buyer's title insurer, required by other provisions of this Agreement, or reasonably necessary to effectuate the Closing, so long as such matters do not require any material expenditure of funds by Seller.
- d. A current certificate of tax compliance from the South Carolina Department of Revenue as to the Seller, or affidavit in lieu thereof suitable to the Buyer.

7. **Closing Expenses.** Each party shall be responsible for the following closing expenses:

- a. Seller shall be responsible for the cost of preparation of the limited warranty deed and related documents and other normal Seller closing costs, if any.
- b. Buyer shall be responsible for all expenses incurred by it in investigating the Property, including the cost of title examination, title insurance, survey, all reports, tests or other products of Buyer's inspection, which shall be the sole and exclusive property of Buyer and other normal Buyer closing costs, if any.
- c. The parties shall each be responsible for their respective attorneys' fees.

8. **Ad Valorem Taxes.** Ad valorem taxes ("Taxes") assessed against the Property for the year in which Closing occurs shall be prorated on a calendar year basis as of the day of Closing and shall be based on the actual Taxes for the current calendar year. City shall apply for tax exempt status for the Property and, if obtained for the tax year 2017, any pro rata taxes paid by Seller at Closing shall be refunded to Seller.

9. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows, each of which are made as of the Effective Date (and it shall be a condition of Closing that they remain true in all materials respects on the date set for Closing herein):

a. Seller possesses all requisite right, authority and power to execute and perform this Agreement in accordance with its terms.

b. Seller has fee simple to the Property, which will be conveyed to Buyer at closing free and clear of any and all liens, encumbrances, restrictions or easements except for the Permitted Exceptions.

c. There are no actions, suits or proceedings pending or to Seller's Knowledge threatened against Seller or the Property affecting any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

d. To the Knowledge of Seller, there are not presently pending any condemnation actions or special assessments of any nature with respect to the Property or any part thereof, and

Seller has not received any written notices of any condemnation actions or special assessments being contemplated, nor does Seller have any Knowledge of any being contemplated.

e. Seller has not received any written notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Property or any portion thereof which has not been complied with.

f. Seller agrees to provide Buyer with copies of previous soil and environmental assessment and testing reports in its possession on the Effective Date and allow the Buyer access to the Property to perform inspections as provided in Section 4 above in this Agreement.

g. To the Knowledge of Seller, there are no material amounts of "hazardous substances", as the term is defined in Section 101(14) of the Comprehensive, Environmental Response Compensation, and Liability Act of 1980, as amended, present on or at the Property in violation of applicable legal requirements, except as set forth in environmental reports that have been or will be provided to Buyer as required under subsection f above. Buyer acknowledges that underground storage tanks were located and used on the Property in the past, but to the Knowledge of Seller, none remain on the Property.

For purposes of this Agreement, "**the Knowledge of Seller**" and similar phrases means the actual, current knowledge of Tom Webb, Bill Barnett or David Lampke, provided that this definition of Seller's Knowledge is intended solely to establish the scope of facts that shall be considered known by Seller for the purposes of this Agreement and not to impose on such persons any personal liability.

Seller hereby agrees that the truthfulness, in all material respects, of each of the foregoing representations and warranties, as of the Effective Date and as of the Closing date, is a condition precedent to the performance by Buyer of its obligations under this Agreement. With respect to any representation or warranty made to the Knowledge of Seller, Buyer shall be entitled to exercise default remedies only if the substance of the representation or warranty is materially untrue, and if such untruth was known to Seller at the time the representation or warranty was initially made. If any of the foregoing representations and warranties is true of the Effective Date, but is not true in a material respect as of the Closing date as a result of a matter, circumstance or event beyond the reasonable control of Seller, Buyer shall not be entitled to consider the untruth of the representation or warranty as an event of default under this Agreement, but instead Buyer may, at its election and as its sole remedy, if material, terminate this Agreement by delivery of written notice to Seller, and in that event Buyer shall be entitled to a return of the Earnest Money from Escrow Agent.

In addition and notwithstanding any provision herein to the contrary, no claim for a breach of any representation or warranty of Seller hereunder or in any agreement or other instrument delivered by Seller at Closing shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which is known by Buyer at or prior to Closing. Seller's representations and warranties shall survive Closing for a period of one (1) year from the Closing Date, at which point Buyer shall have no further remedies unless suit has been filed in a court of competent jurisdiction prior to the expiration of that period.



Under no circumstances shall Seller, in connection with this Agreement or any Closing document executed by Seller, be liable for consequential, punitive, special or exemplary damages. Except for the representations expressly set forth in this Agreement and the Closing documents, the Property will be sold and conveyed "as is" and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all other representations and warranties, express or implied.

10. **Condemnation.** If any taking pursuant to the power of eminent domain is threatened or occurs as to all or any material portion of the Property before the Closing date, or a sale occurs in lieu thereof, Seller shall immediately notify Buyer, and Seller may elect to terminate this Agreement by delivery of written notice of termination to Buyer within thirty (30) days after written notice from Seller of the condemnation or threat thereof. If the Seller does not terminate this Agreement and wishes to proceed to Closing, subject to its continued right of termination, Buyer shall have fifteen (15) days to notify Seller in writing that it intends to terminate this Agreement. If Buyer does not terminate and wishes to proceed to Closing, all proceeds, awards and other payments arising from any such taking or sale shall be assigned to and paid to Buyer, without any adjustment of the purchase price. If Seller or Buyer elect to terminate this Agreement as set forth herein, the parties hereto shall have no further obligations or liabilities under this Agreement except as specifically provided herein to the contrary. Notwithstanding any provision above to the contrary, in no event shall Buyer be entitled to terminate this Agreement by initiating a condemnation action for the Property. In the event the Agreement is terminated for any other reason, such termination shall be without prejudice as to Buyer's rights to bring a condemnation action. Buyer acknowledges and agrees that Seller has entered into this Agreement, and upon Closing will be selling the Property to Buyer, under threat or imminence of requisition or condemnation.

11. **Real Estate Commission.** The parties represent and warrant to each other that neither party has dealt with a broker, agent, or other individual or entity entitled to a commission in connection with this transaction, other than Adams & Wilson Properties, which represents the Seller, whose commission shall be paid by Seller in accordance with a separate agreement if and only if Closing occurs.

12. **Assignment.** Neither party may assign its interest in this Agreement without the written consent of the other party hereto, except for a Section 1031 tax deferred exchange, as hereinafter provided.

13. **Default.** If Buyer defaults in its obligations under this Agreement for any reason except for a default by Seller, Seller shall promptly notify Buyer in writing and Buyer shall have seven (7) days to cure said default (the "**Buyer Default Cure Period**"), except that if the Buyer Default Cure Period extends past the Closing date, Buyer's right to cure shall end on the Closing date and Buyer shall be in default under this Agreement. If Buyer fails to cure or defaults, it is agreed that Seller's damages will be difficult to ascertain and that the deposit constitutes a reasonable liquidation thereof, and is not intended to act as a penalty, but as full liquidated damages, and thus for failure to cure or a default, Seller shall be entitled, as Seller's sole remedy against Buyer for Buyer's default, to retain the deposit as liquidated damages. Seller shall not initiate any proceeding to recover damages from Buyer in excess of the deposit, except that Buyer's

obligations under Section 4 above are not limited by this paragraph.

If Seller defaults in its obligations under this Agreement for any reason except for a default by Buyer, Buyer shall immediately notify Seller in writing and Seller shall have seven (7) days to cure said default (the "Seller Default Cure Period"), except that if the Seller Default Cure Period extends past the Closing date, Seller's right to cure shall end on the Closing date and Seller shall be in default under this Agreement. If Seller fails to cure or defaults, Buyer shall be entitled, as Buyer's sole remedy against Seller for Seller's default (except with respect to damages arising from Seller's breach of representations and warranties as set forth in Section 9 above), to either (i) obtain specific performance of this Agreement against Seller, or (ii) terminate this Agreement by written notice to Seller, in which case the Escrow Agent shall promptly refund to Buyer the full amount of the deposit, and Seller shall be obligated to pay Buyer all of Buyer's documented out of pocket costs and expenses for third-party work or services (including, without limitation, actual and reasonable legal fees and expenses), not to exceed a total of \$50,000.

14. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or a holiday.

15. **Counterparts and Electronic Transmission.** This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together will constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing signatures of the parties shall be deemed to be originals and shall be binding.

16. **Captions.** Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

17. **Entire Agreement; Legally Binding.** The parties acknowledge that this Agreement contains the entire agreement between the parties with respect to the Property and the Agreement supersedes any prior oral or written understandings, and is legally binding. No modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by both parties.

18. **Successors and Assigns.** This Agreement shall be binding on the parties and their respective heirs, successors and permitted assigns.

19. **Notices.** All notices or elections required or permitted to be given, delivered or served by any party shall be deemed given, delivered or served in accordance with the provisions of this Agreement (a) when delivered to the intended party personally, (b) at 5:00 p.m. on the business day after the date delivered to a nationally recognized delivery service including, without limitation, Federal Express, United Parcel Service, Airborne Express, postage prepaid and sent

for next day delivery, or (c) at 5:00 p.m. on the third business day after the date deposited in the registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

**If to Seller:** Faison-Sumar Street, LLC  
121 West Trade Street, Suite 2800  
Charlotte, North Carolina 28202  
Attention: David C. Lampke and Susan Clontz

with copy to: Robinson, Bradshaw & Hinson, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, North Carolina 28246  
Attention: Chris Loeb

**If to Buyer:** City of Charleston  
Attention: Real Estate Management Division  
2 George Street, Suite 2601  
Charleston, SC 29401

With a copy to:

City of Charleston  
Attention: Legal Department  
50 Broad Street  
Charleston, SC 29401

If to Escrow Agent: Haynsworth, Sinkler, Boyd, P. A.  
134 Meeting Street, 3<sup>rd</sup> Floor  
Charleston, SC 29401  
Attn: David C. Humphreys, III

20. **Controlling Law.** Agreement will be construed, and the rights of Seller and Buyer under this Agreement will be determined in accordance with the laws of the State of South Carolina.

21. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa.

22. **Execution of Documents.** Each party hereto covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and delivery, or cause to be executed, acknowledged and delivered such documents in order to carry out fully and effectuate the transaction herein contemplated.

23. **Attorneys' Fees.** In the event that either party obtains a judgment against the other as a result of a suit or other proceeding instituted to enforce rights hereunder, such prevailing party shall also be entitled to recover all costs, expenses, and attorneys' fees incurred by such party in

connection with such suit or proceeding.

24. **Interpretation.** No ambiguity in this Agreement shall be construed against the draftsman or principal draftsman of this Agreement.

25. **Miscellaneous.** If either party is a corporation, limited liability company, trust, partnership or other entity, it shall provide evidence that: (i) the persons executing this agreement are authorized to act on behalf of the entity, and (ii) that the entity is validly and legally existing and in good standing under the laws of the state of its organization and authorized to do business in the State of South Carolina, if its actions constitute "transaction of business".

**[The remainder of this page was intentionally left blank]**

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement to Buy and Sell Real Estate under seal on the date(s) set forth below.

**WITNESSES:**

\_\_\_\_\_

**BUYER:**

**CITY OF CHARLESTON, a South  
Carolina Municipal Corporation**

By: \_\_\_\_\_  
Name: John J. Tecklenburg  
Title: Mayor  
Date: \_\_\_\_\_, 2017

**WITNESSES:**

\_\_\_\_\_

**SELLER:**

**FAISON-SUMAR STREET, LLC**  
By : Faison-Investco, LLC, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2017

**EXHIBIT A**  
**Legal Description**

As described in Exhibit A of the Limited Warranty Deed recorded in the RMC Office for Charleston County, SC, on July 24, 2014, at Book 0418, Page 740.

d.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: May 23, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Sheppard Street

TMS: 459-05-03-138

PROPERTY OWNER: East Line Partners, LLC

Request approval for the Mayor to execute the Memorandum of Understanding whereby East Line Partners LLC 1) intends to purchase a 0.57 acre parcel (bound by Meeting Street on the east, Sheppard Street on the south and I-26 ramps on the north and west) from SC DOT, and 2) transfer approximately 0.28 acres of the parcel to the City of Charleston as a linear park connection following completion of their development.

**ACTION REQUEST:**

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Tranney J. Cantrell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?\* Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: May 23, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Sheppard Street

TMS: 459-05-03-138

PROPERTY OWNER: East Line Partners, LLC

Request approval for the Mayor to execute the Memorandum of Understanding whereby East Line Partners LLC 1) intends to purchase a 0.57 acre parcel (bound by Meeting Street on the east, Sheppard Street on the south and I-26 ramps on the north and west) from SC DOT, and 2) transfer approximately 0.28 acres of the parcel to the City of Charleston as a linear park connection following completion of their development.

ACTION REQUEST:

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_



## COMMERCIAL REAL ESTATE FORM



### EASEMENT

Grantor  
(Property Owner)

Grantee



#### PERMANENT

Terms:



#### TEMPORARY

Terms:



### LEASE

Lessor:

Lessee:



#### INITIAL

Terms:



#### RENEWAL

Terms:



#### AMENDMENT

Terms:



### Improvement of Property

Owner:

East Line Partners, LLC

Upon East Line's acquisition and development of its adjacent development, owner shall transfer the northern portion of property to the City which shall not be less than .29 acres. The City will agree to provide a point of access from the East Line property to the park. The City will commence the abandonment process of a portion of the right-of-way of Sheppard Street.

Terms:

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results:

Signature:

*Allen Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Agreement"), by and among the CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation (the "City"), and EAST LINE PARTNERS LLC, a South Carolina limited liability company ("East Line").

### BACKGROUND INFORMATION

A. East Line has entered, or is about to enter, into a Contract of Sale ("SCDOT Contract") with the South Carolina Department of Transportation ("SCDOT") pursuant to which East Line is to purchase the property depicted in Exhibit "A" attached hereto and made a part hereof (the "SCDOT Property").

B. East Line and SCDOT each desire that East Line enter into this Agreement with the City regarding the conveyance by East Line of a portion of the SCDOT Property to the City.

### STATEMENT OF AGREEMENT

In consideration of their mutual obligations set forth in this Agreement, the parties hereto, intending to be legally bound, covenant and agree as follows:

Section 1. Conveyance East Line to City. Provided SCDOT conveys the SCDOT Property to East Line, East Line will convey a portion of the SCDOT Property to the City (as configured pursuant to the subsections below, the "City Property") subject to the following terms:

- (a) The City Property shall not be less than 0.29 acres in area;
- (b) The boundary of City Property shall be configured as the green area shown on Exhibit "A", provided that East Line may elect to adjust the boundary between the City Property and the portion of the SCDOT Property to be retained by East Line (the "East Line Property") to exclude from the City Property some or all of the portion of the SCDOT Property that is labeled "Reduction Area" so long as an amount of acreage equal to the amount of acreage excluded from the Reduction Area is added to the City Property in the portion of the SCDOT Property that is labeled "Additional Property". Consistent with subsection (a) above, any boundary line adjustment under this subsection (b) between the City Property and the East Line Property shall not reduce the total area of the City Property to less than 0.29 acres and consistent with Exhibit A, any boundary line adjustment under this subsection (b) between the City Property and the East Line Property shall not reduce the width of the City Property to less than 25 feet at any given location.

- (c) East Line will notify the City of the exact boundary line between the City Property and the East Line Property prior to the closing of the purchase of the SCDOT Property by East Line from SCDOT. East Line will provide the City with a survey of both the City Property and the East Line Property with such notification. The City agrees to provide any necessary subdivision or lot-split approval necessary to allow for the conveyance of the City Property, provided the survey produced by East Line complies with City regulations applicable to subdivisions.
- (d) East Line will have a phase I environmental assessment ("ESA") prepared with respect to the SCDOT Property and will provide a copy of the ESA to the City. Notwithstanding the foregoing, East Line shall have no liability to the City with respect to the environmental condition of the City Property (except as provided hereinafter that the City Property be environmentally remediated in accordance with the VCC described below so that it may be used as a public park), or with respect to contents of the ESA, the manner in which it is prepared or the qualifications of the preparers of the ESA. In the event the ESA has recognized conditions that cause the City or East Line to desire liability protection by entering into a Voluntary Clean-up Contract (VCC) with SCDHEC, East Line shall enter into a VCC with SCDHEC and shall follow the DHEC approved work plan and obtain a certificate of completion for the City Property for use as a park.
- (e) East Line shall convey the City Property to the City no later than the earlier of the following two dates and in accordance with required conditions of this MOU:
  - (i) Within one (1) month after the City issues final certificates of occupancy for all improvements constructed by East Line on the East Line Property and parcels TMS #459-05-03-090, TMS #459-05-03-092, TMS #459-05-03-093, TMS #459-05-03-094, TMS #459-05-03-100, TMS #459-05-03-101, TMS #459-05-03-102, TMS #459-05-03-103, TMS #459-05-03-104, TMS #459-05-03-105, TMS #459-05-03-106, TMS #459-05-03-108, TMS #459-05-03-136; or
  - (ii) The date that is four (4) years after the closing of the sale of the SCDOT Property by SCDOT to East Line.
- (f) East Line shall convey the City Property free and clear of all liens, encumbrances and encroachments of any kind incurred or resulting from the actions of East Line by way of quitclaim deed on an "as is" basis without any representation or warranty as to the physical condition of the City Property (except to the extent required to enable the City Property to be environmentally remediated in accordance with the VCC so that it may be used as a public park) and subject to the following which shall run with the land and be binding on the City and its successors and assigns for the benefit of East Line and its successors and assigns:
  - (i) a restriction on the use of the City Property only for the purpose of a linear park at ground level; and

- (ii) an agreement that East Line and the City will work in good faith in the design of the East Line Property and City Property so as to provide a means of access from the East Line Property to any linear park located on the City Property and the right to use such park in a manner afforded the public at large.
- (g) Prior to conveyance of the City Property to the City by East Line, East Line shall cause, or shall have caused the City Property to: (i) be in good, clean and orderly condition, free of any personal property and debris not owned by the City; (ii) be in compliance with any and all conditions of any DHEC Certificate of Completion necessary to use the City Property as a park; (iii) be equipped with any required street lights, walking path or sidewalk; (iv) be layered with topsoil and hydro-seeded; and (v) be equipped with an irrigation system, and separately metered water and electric service (with the warranty for same assigned to City at closing), all in accordance with a plan approved by the City.
- (h) At the City's option, at any time prior to closing, the City may have a Phase I environmental assessment ("City ESA") prepared with respect to the City Property. The City shall pay all costs associated with the City ESA. In the event the City ESA shows that the City Property has recognized conditions that cause the City to desire liability protection by entering into an additional Voluntary Clean-up Contract (the "City VCC") with SCDHEC, East Line shall enter into a VCC with SCDHEC and shall follow the DHEC approved work plan and obtain a certificate of completion for the City Property for use as a park prior to the closing.

Section 2. Abandonment of Right-of-Way. The City agrees that upon East Line acquiring the SCDOT Property from SCDOT, the City will commence proceedings and seek authorization to abandon that portion of the right-of-way of Sheppard Street as is depicted on Exhibit "A" with title thereto vesting in the owners of the land that is contiguous thereto as may be authorized by South Carolina law.

Section 3. Entire Agreement. This Agreement embodies the entire agreement among the parties in respect to the conveyance of the City Property by East Line to the City.

Section 4. Terms Binding. The terms of this Agreement shall be binding on each of the parties hereto, and each of their successors, and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum of Understanding as of the date first written above.

EAST LINE PARTNERS LLC,  
a South Carolina limited liability company

By: \_\_\_\_\_  
Name: Michael J. DeAscentis II  
Title: Manager

CITY OF CHARLESTON, SOUTH CAROLINA

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**EXHIBIT "A"**  
**Property**

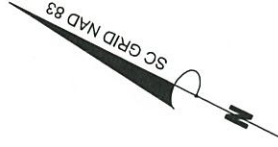
# NOTES

1. THE PROPERTY SHOWN HEREON IS TAKEN FROM COUNTY GIS RECORDS AND INFORMATION SHOWN IS TO BE USED FOR EXHIBIT PURPOSES ONLY.

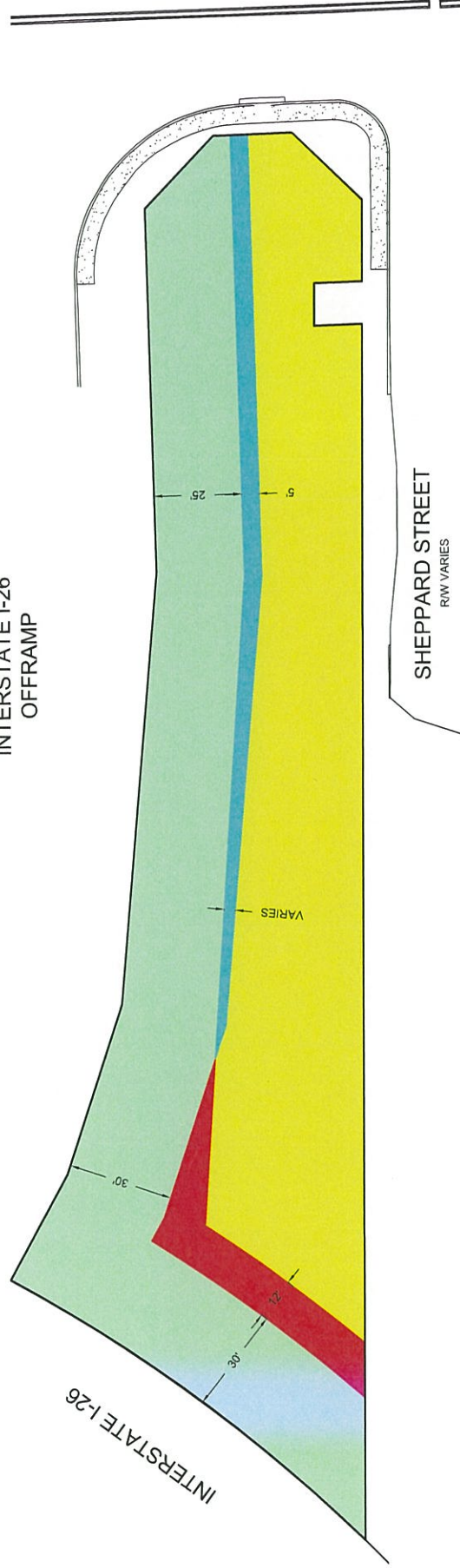
AREA TABLE	
AREA	DESCRIPTION
0.26	
0.25	
0.03	REDUCTION AREA
0.03	ADDITIONAL PROPERTY
TOTAL	0.57



VICINITY MAP  
SCALE: 1"=2000'



INTERSTATE I-26  
OFFRAMP



PUD EXHIBIT SHOWING

TMS # 459-05-03-138 AND SHEPPARD STREET  
CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'

DATE: APRIL 3, 2017



**Bowman**  
CONSULTING

210 Seven Farms Drive  
Suite 101  
Charleston, SC 29492  
Phone: (843) 501-0333  
bowmanconsulting.com

© Bowman Consulting Group, Ltd.

e.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: May 23, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 3 Lockwood

TMS: 460-14-00-016

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Third Amendment to the Lease for 3 Lockwood whereby the rent due from Charleston Marine Holdings (Tenant) for the first extension period is set in accordance with the Lease and 2<sup>nd</sup> Amendment, and the City grants one additional five year extension

**ORDINANCE:** Is an ordinance required? Yes ☒ No ☐

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Frances J. Cantrell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
	_____	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?\* Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**



## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: May 23, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 3 Lockwood

TMS: 460-14-00-016

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Third Amendment to the Lease for 3 Lockwood whereby the rent due from Charleston Marine Holdings (Tenant) for the first extension period is set in accordance with the Lease and 2<sup>nd</sup> Amendment, and the City grants one additional five year extension

**ORDINANCE:** Is an ordinance required? Yes ☒ No ☐

### **ACTION: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM

☐

PERMANENT

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☒

LEASE

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☒

AMENDMENT

The monthly rental rate commencing on the first option period (May 1, 2017) shall be \$6,000.00 during the first year and shall increase by 3% per year for every year the Lease is in effect. The City grants one additional five year extension during which the City has the right to terminate by providing a 180-day written notice to the Tenant.

Terms: \_\_\_\_\_

☐

Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Corducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).

## THIRD AMENDMENT TO SITE LEASE

WHEREAS, Landlord and Tenant entered into a Site Lease on March 5, 1985, and as amended by a First Amendment on May 28, 1987 and a Second Amendment on July 19, 2005 (the Site Lease, as amended by the First and Second Amendments, the "Lease"), wherein the Landlord leased to Tenant the premises described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Premises"), for the purpose of constructing a building for tenants with marina-related uses; and

WHEREAS, the building is in need of certain repairs and improvements, and Tenant desires to make additional improvements which would require a longer tenancy; and

WHEREAS, the parties, in recognition of the respective needs of the other, have determined to amend the Lease to allow for one additional five year extension, from May 1, 2022 through April 30, 2027, with the City reserving the right to terminate during such period in the event it is needed for an infrastructure project.

1. Paragraph 1 of the Site Lease, as amended by the Second Amendment, is hereby amended by deleting the following language:

“b. To display boats as set forth in the Basic Lease; provided that at such time as boat display pods are constructed, Tenant’s placement of boats in the area released hereby shall be limited to those areas on which boat display pads will be constructed.”

2. Paragraph 2 of the Site Lease is hereby amended by adding:

“Following the first option period, Tenant shall have a second option to renew for one additional five year term, which second option term shall commence May 1, 2022 and terminate and terminate April 30, 2027 (the “Second Option Period”); provided, however, the City shall have the right during the Second Option Period to terminate the Lease by providing 180-day prior written notice of termination to the Tenant.”

3. In accordance with Paragraph 3 of the Lease, and as amended by the First Amendment to Site Lease, Landlord and Tenant hereby agree the monthly rental commencing on the first option period (May 1, 2017) shall be \$6,000.00 during the first year, and shall increase by 3% per year for every year the Lease is in effect.
4. Tenant agrees it shall have no right to assign or sublet its rights under the Lease. Landlord and Tenant agree this does not restrict or affect Tenant's right to lease space in the Tenant's building to others.
5. Other than as amended by this Third Amendment to Site Lease, all terms, conditions and provisions of the Lease and prior Amendments to the Site Lease remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this lease as of the day and year first above written.

**WITNESSES:**

**TENANT**

**Charleston Marine Holding Associates:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(printed name and title of signatory)

**WITNESSES:**

**Charleston Marine Holding Associates:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(printed name and title of signatory)

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**Charleston Marine Holding Associates:**

\_\_\_\_\_

\_\_\_\_\_  
(printed name and title of signatory)

**Charleston Marine Holding Associates:**

\_\_\_\_\_

\_\_\_\_\_  
(printed name and title of signatory)

**Charleston Marine Holding Associates:**

\_\_\_\_\_

\_\_\_\_\_  
(printed name and title of signatory)

**LANDLORD**  
**City of Charleston:**

\_\_\_\_\_  
John J. Tecklenburg  
Its: Mayor

STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )                    ACKNOWLEDGMENT

I do hereby certify that the foregoing was acknowledged before me this day by the City of Charleston by John J. Tecklenburg, its Mayor.

Witness my hand and official seal this the \_\_\_\_ day \_\_\_\_\_ 2017

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )                    ACKNOWLEDGMENT

I do hereby certify that the foregoing was acknowledged before me this day by Charleston Marine Holding Associates by \_\_\_\_\_, its \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_ day \_\_\_\_\_ 2017

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )                    ACKNOWLEDGMENT

I do hereby certify that the foregoing was acknowledged before me this day by Charleston Marine Holding Associates by \_\_\_\_\_, its \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_ day \_\_\_\_\_ 2017

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )                    ACKNOWLEDGMENT

I do hereby certify that the foregoing was acknowledged before me this day by Charleston Marine Holding Associates by \_\_\_\_\_, its \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_ day \_\_\_\_\_ 2017

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )                    ACKNOWLEDGMENT

I do hereby certify that the foregoing was acknowledged before me this day by Charleston Marine Holding Associates by \_\_\_\_\_, its \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_ day \_\_\_\_\_ 2017

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

STATE OF SOUTH CAROLINA                    )  
COUNTY OF CHARLESTON                    )                    ACKNOWLEDGMENT

I do hereby certify that the foregoing was acknowledged before me this day by Charleston Marine Holding Associates by \_\_\_\_\_, its \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_ day \_\_\_\_\_ 2017

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

f.)

**REAL ESTATE COMMITTEE  
GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: May 15, 2017  
FROM: Susan Herdina DEPT: Legal  
ADDRESS: 61 Cannon Street  
TMS: 460-12-01-008  
ACTION REQUEST: REQUEST APPROVAL FOR MAYOR TO CONSENT TO TERMINATE THE CANNON STREET  
YMCA'S GRANT OF 15 FOOT INGRESS-EGRESS EASEMENT ON YMCA'S CANNON STREET  
PROPERTY TO SMITH MORRIS, LLC (NOW GATHERING AT MORRIS SQUARE).

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Susan Herdina</u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u>Matthew H. DeLoe CFO</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Cillian Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_  
Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

\*Commercial Property and Community & Housing Development have an additional form.



Return to:  
Erika V. Harrison  
Law Office of Erika V. Harrison  
PO BOX 20956  
Charleston, SC 29413

**STATE OF SOUTH CAROLINA**

**TERMINATION OF GRANT OF EASEMENT**

**COUNTY OF CHARLESTON**

**RECITALS**

A. Cannon Street Young Men's Christian Association, South Carolina Nonprofit Corporation ("YMCA" or Grantor") granted an easement to Smith Morris Company, LLC, a South Carolina Limited Liability Company, ("Smith-Morris" or "Grantee") by a Grant of Easement dated and recorded on February 6, 2004 in the Deed Book R483 at Page 177 in the RMC Office for Charleston County (the "Easement"), which is attached hereto and incorporated as Exhibit A.

B. Grantor is the owner of Tract B, designated as TMS No. 460-12-01-008, which is more fully described and depicted in Exhibit A. Tract B is the Servient Estate

C. Grantee purchased from Grantor Tract A, designated as TMS No.460-12-01-134, which is more fully described and depicted in Exhibit A. Tract A is the Dominant Estate.

D. Grantor conveyed to Grantee approximately 2,474 square feet of real property by deed of conveyance dated July 20, 2005 and recorded on July 25, 2005 in the RMC Office for Charleston County in Deed Book N546 at Page 142, and said real property was added to Tract A.

E. As provided in the Easement, Grantor may terminate Grantee's easements rights across Tract B, provided the City of Charleston (the "City") provided alternate access to Tract A and the City approves the termination, by a recorded document.

F. The City has provided alternate access to Tract A and all lands formerly part of Tract A.

G. Grantor desires to exercise its right terminate the Easement, and the City herein approves the of the termination of the Easement.

**TERMINATION OF EASEMENT**

1. Grantor hereby terminates the Easement and the City of Charleston hereby consents and grants it approval to terminate said easement.

2. Grantor hereby terminates all easements for ingress and egress across Grantor's property, which were dedicated on the following plats and recorded in the RMC Office for Charleston County, which are attached hereto and incorporated as Exhibits B, C, and D, respectively.

- a. "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN TWO PARCELS OWNED BY CANNON STREET YMCA, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Thomas & Hutton Engineering, dated October 27, 2003 and recorded in Plat Book DD at Page 928, Exhibit B;
- b. PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN A PARCEL OWNED BY CANNON STREET YMCA AND A PARCEL OWNED BY SMITH-MORRIS COMPANY, LLC, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Thomas & Hutton Engineering dated May 31, 2005 and recorded Plat Book DE at Page 652, Exhibit C; and
- c. "A PLAT SHOWING THE SUBDIVISION OF 0.741 ACRE PARCEL AT 61 CANNON STREET CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," dated September 25, 1990 and revised February 20, 1991, prepared by Engineer, Surveying, & Planning, Inc. and recorded in Plat Book CC Page 48, Exhibit D;

3. The Easement dedicated on Exhibits B through D were for the benefit and the use of the dominate estate identified as TMS No. 460-12-01-134, which is the same Tract A, identified in Exhibit A.

4. Grantor hereby terminates Grantee's, guests, invitees, employees, tenants, heirs, successors and assigns, rights in and to the non-exclusive, appurtenant, perpetual, permanent, assignable, commercial easement for pedestrian and vehicular access, ingress and agrees over and upon and across, the Grantor property shown as "Ex. 15' Ingress-Egress Easement" which is more fully described and depicted in Exhibits A through D and said Easement shall no longer be for the benefit of any dominant estate described and depicted in Exhibits A through D and nor shall said the easement run with the title of any dominate estate, including lands formerly part of the dominate estate.

*[THIS SPACE INTENTIONALLY LEFT BLANK]*

*[SIGNATURE PAGE TO FOLLOW]*

The CANNON STREET YOUNG MEN'S CHRISTIAN ASSOCIATION has executed this Termination of Easement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

**GRANTOR**  
**CANNON STREET YOUNG MEN'S CHRISTIAN**  
**ASSOCIATION**  
*a South Carolina Nonprofit Corporation*

By: \_\_\_\_\_  
Paul Stoney, President/CEO

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Paul Stoney, President/CEO for the Cannon Street Young Men's Christian Association.

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_

The CITY OF CHARLESTON hereby consents to and approves the termination of the Grant of Easement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017

WITNESSES:

CITY OF CHARLESTON

By: \_\_\_\_\_  
John J. Tecklenburg, Mayor

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Mayor John J. Tecklenburg, for the City of Charleston.

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

## GRANT OF EASEMENT

WHEREAS, Smith-Morris Company, LLC ("Smith-Morris") has this date purchased from Cannon Street YMCA ("Cannon Street Y") certain property known as a portion of that vacant parcel of land behind the Cannon Street YMCA being approximately thirteen thousand two hundred (13,200) square feet, which property is more fully described on Exhibit "A" attached hereto and incorporated herein by reference ("Tract A"); and

WHEREAS, Cannon Street Y is the owner of certain property adjacent thereto known as Tract B and more fully described on Exhibit "A" attached hereto and incorporated herein by referenced ("Tract B"); and

WHEREAS, Cannon Street Y has agreed to grant Smith-Morris an easement which comprises a 15' easement along the eastern boundary of Tract B as more fully described herein.

KNOW ALL MEN BY THESE PRESENTS, that Cannon Street Y<sup>MC A</sup> (hereinafter sometimes referred to as the "Grantor"), in the State aforesaid, for and in consideration of the sum of One and No/100 (\$1.00) Dollar and other valuable consideration to it in hand paid at and before the sealing of these presents by Smith-Morris (hereinafter sometimes referred to as the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Smith-Morris, its successors and assigns, the following easement:

A non-exclusive, appurtenant, perpetual, permanent, assignable, commercial easement for pedestrian and vehicular access, ingress and egress, over, upon and across the property shown as "Ex 15' Ingress-Egress Easement" on Exhibit "A" attached hereto and incorporated herein by reference, which said easement is a non-exclusive commercial easement in gross and is essentially necessary for the use and benefit of Tract A for pedestrian and vehicular access, ingress and egress to and from Tract A and Cannon Street by Smith-Morris, its guests, invitees, employees, tenants, subtenants, heirs and assigns, and such easement shall run with the title to Tract A.

Provided, however, Grantee's use of the easements granted herein shall not unreasonably interfere with the use of the easement area by Grantor, its tenants, successors and assigns.

The easement right granted herein may be terminated by the Cannon Street Y once alternate access has been granted to Tract A by the City of Charleston, South

Exhibit A

BK R 483PG 178 Page 2 of 5

Carolina, and the City of Charleston approves, through a recorded document, the termination of this easement.

TO HAVE AND TO HOLD, all and singular, the said easement aforementioned unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned have hereunto set its hands and seals this 6<sup>th</sup> day of February, in the year of our Lord Two Thousand Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Cannon Street YMCA

Wanda L. Hill  
S. J. James

By: Louise M. For  
Its: CHAIRMAN of BOARD

Smith-Morris Company, LLC  
By: Morris Square, LLC, its Manager

Wanda L. Hill  
S. J. James

By: Macon C. Toledano  
Macon C. Toledano, its Manager

BK R 483PG179

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

Exhibit A  
Page 3 of 5

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2004, by Cannon Street YMCA by its duly authorized member/manager.

Wanda D. Hill  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 5-28-08  
AFFIX SEAL

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2004, by Smith-Morris Company, LLC by Morris Square, LLC, its Manager, by Macon C. Toledano, its Manager.

Wanda D. Hill  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 5-28-08  
AFFIX SEAL

R/W VARIES  
(8-10-57)

— Dwayne Green

N 00°23'33" E 100.85

7253 460-12-01-003  
CANNON STREET 1202A  
12.079 89. 11.

TIME: 460-12-01-007  
ROBERT G. SMITH  
DA Y-222, PO BOX

**N 30°35'26" E 140.54**

15300  
M29 44 40 Y  
EL 5' M2950 FINE BY CASEMENT

TIME: 460-2-04-003  
JOSEPH L. TOLLEY, ET AL  
70 202 PM 233

TMD: 460-12-01-01  
RUSSELL BROWN  
DB 0-482, PB 700

TIME: 480-12-01-012  
JANE H. LEMON, ETAL  
08 F-423, PG 022

TIME: 450-12-01-018  
DOUGLAS KERR GRAHAM  
ON D-285, PG 381

TMS: 480-12-01-014  
STEPHEN HELMUS JOHN OSTEN  
DE H-110. PS 881

TMS: 480-12-01-018  
DINESH D SWATI BARAVTE  
DB X-548, PG 379

TMO: 480-12-01-016  
 LANCE & BARBARA COOPER  
 PG CJ, PG 061

TMR: 480-12-01-D17  
JOHN G. BEABROCK, JR.  
PD DB, PG 515

TMS: 460-12-01-016  
CLAUDE P. CURTIS &  
LARRY D. KRANSKY  
DS W-222, PG 440

THE: 450-12-01-010  
R.E. RICHARDS GREGORY  
DB N-351 PG 129

TMB: 460-12-04-108  
R.E. RICHARDS GREGORY  
PG EE, PG 130

TRACT A

7ME 480-12-01-184  
CANNON STREET 1760  
13.09 09. 11.

959°20'01"W 98.06' (NEW)

**N30°49'07" E 135.99'**

529° 58' 27" E 135.00'

859° 20' 01" W 88.06'

THIS 480-25-01-22  
P.L. 86-360  
P.S. 82, P.S. 83

THE 400-2-0  
RECHARGE BATTERIES  
P. 10, P. 5

## II. FOREST-FOREST ADJACENT BIRTH VALUES

~~FLOOD ZONE: B~~  
FLOOD ZONE: ATC

7-20-60  
CITY OF CHARLESTON

FELIX STREET  
R/V VARGES  
(CITY)

3.) 1 DAY  
4.) 1 DAY  
5.) 1 DAY



Exhibit A  
Page 5 of 5

BK R 483PG181

WARREN & SINKLER, L.L.P.  
P.O. BOX 1254  
CHARLESTON, SC 29402

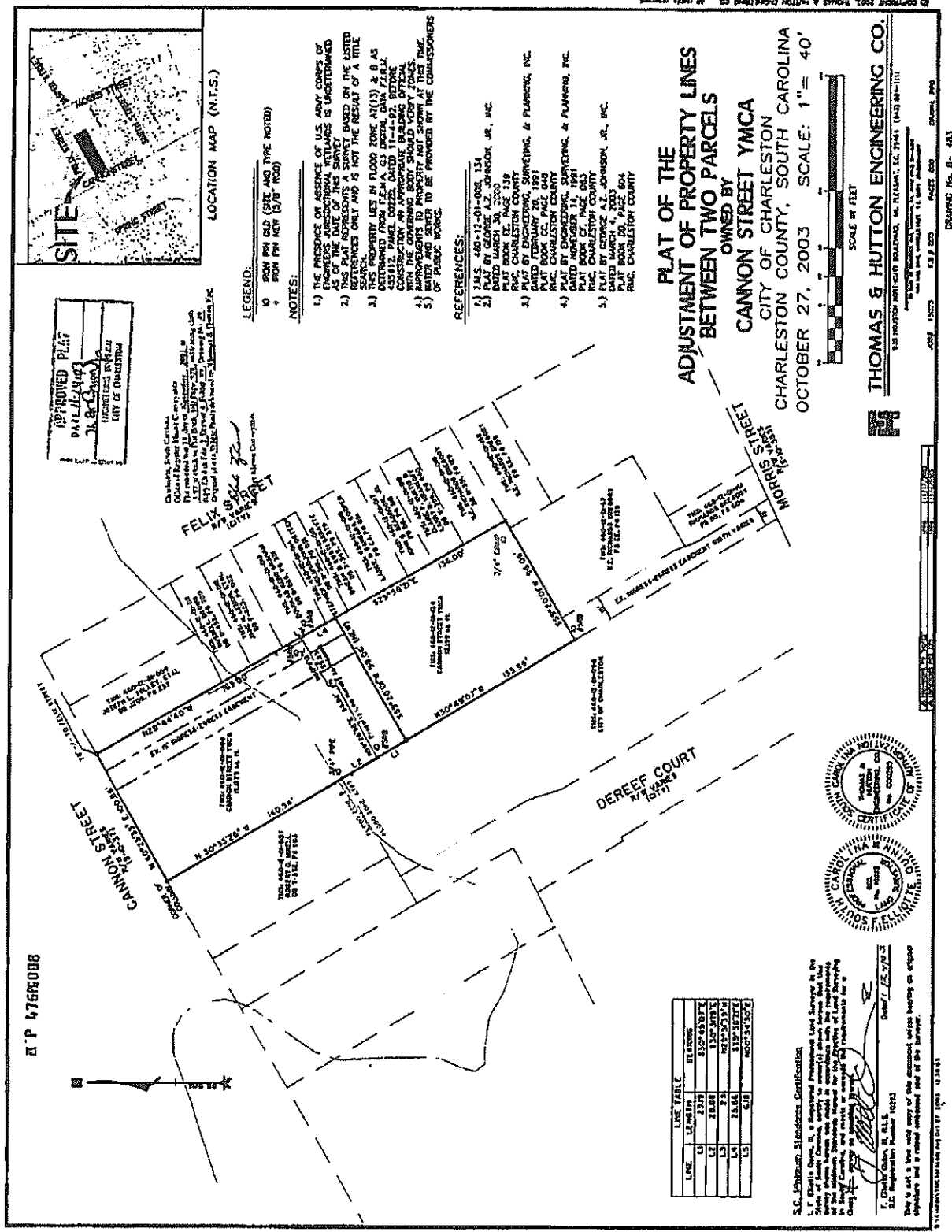
10.00  
A

FILED

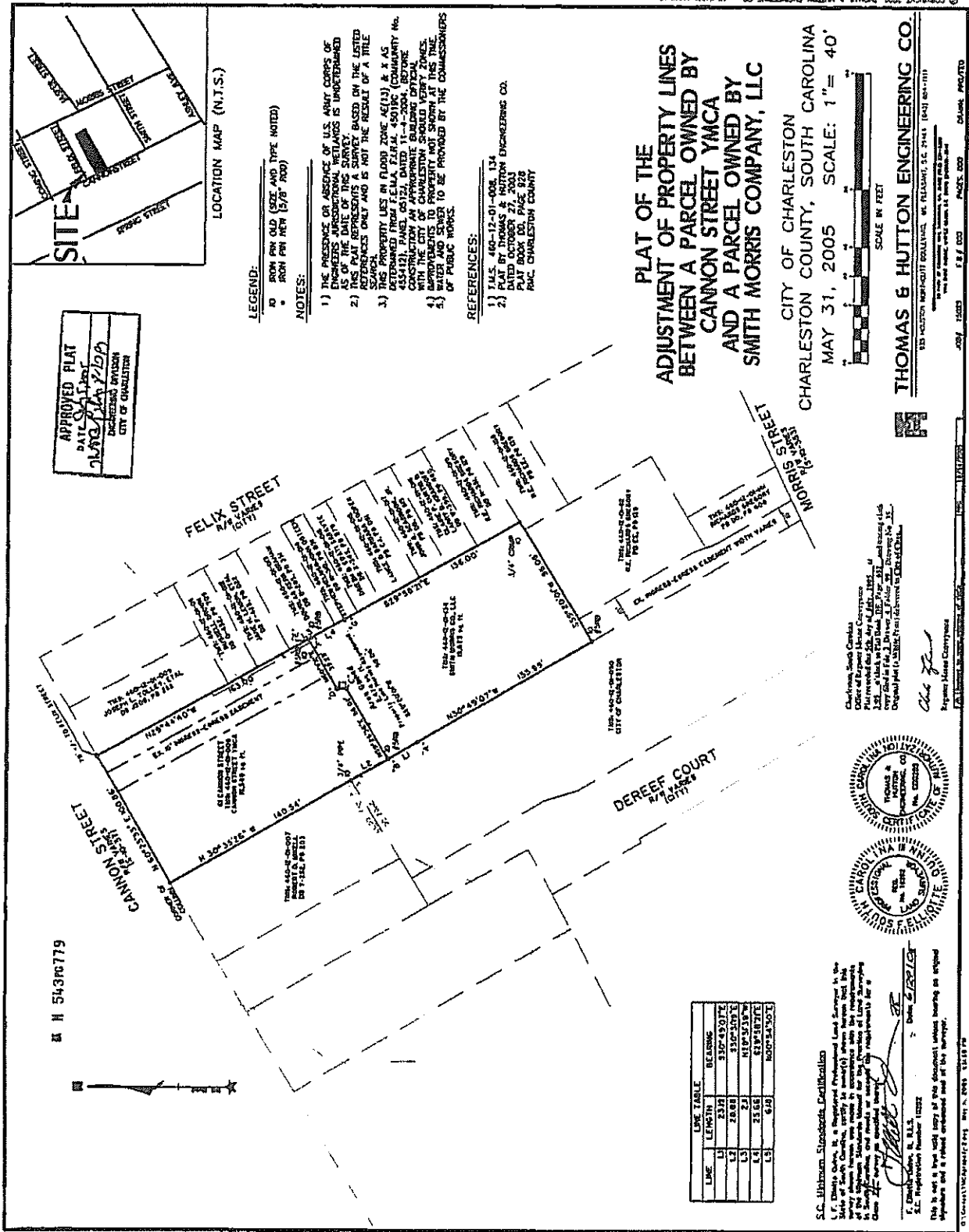
R483-177  
2004 FEB -6 PM 3:29

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

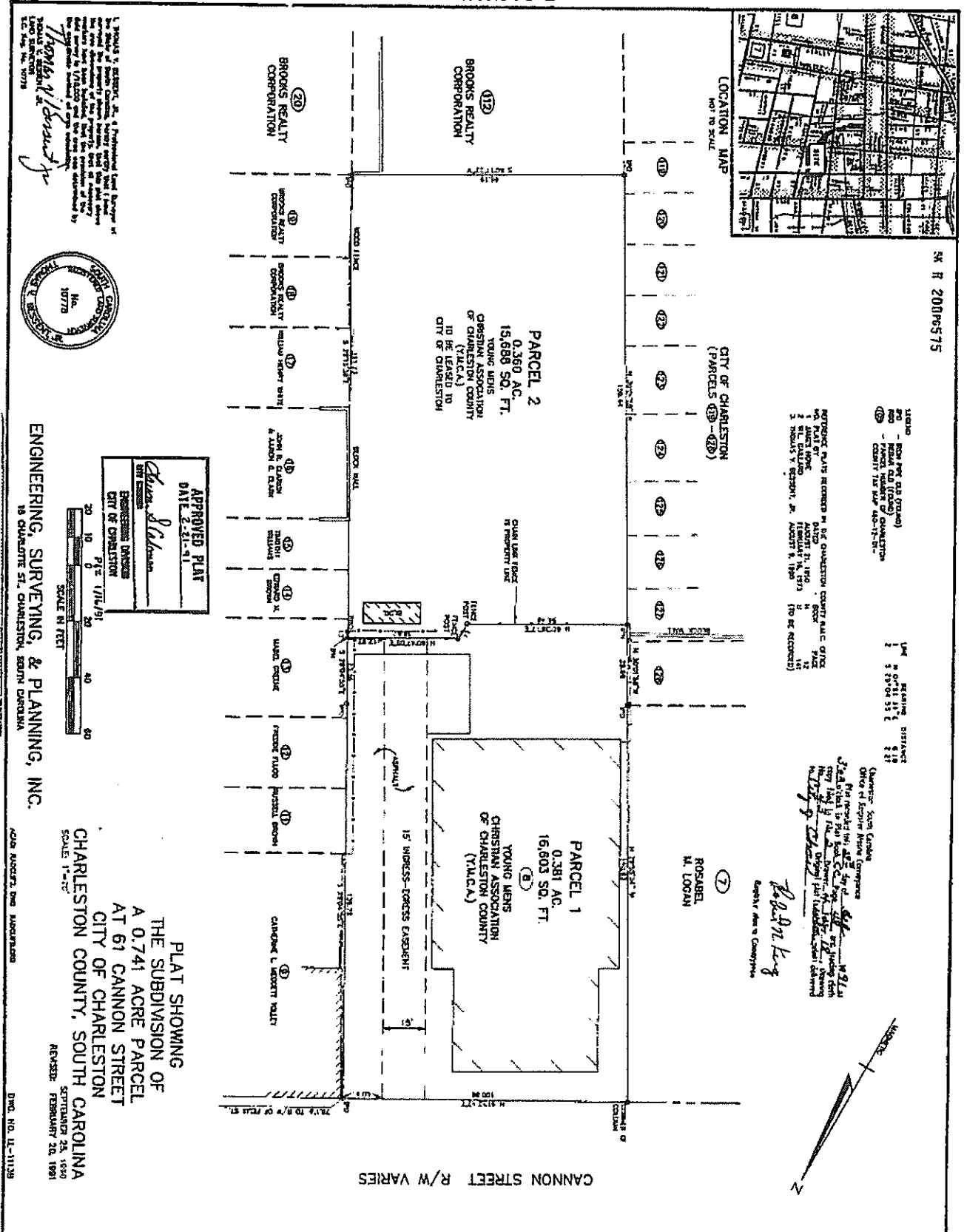
# Exhibit B

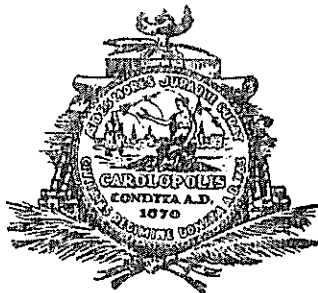


# Exhibit C



# Exhibit D





g(i)

Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS PROPERTIES ON MAYBANK HIGHWAY AND ZELASKO DRIVE (20.858 ACRE) (TMS# 313-00-00-071; AND 313-00-00-072, 073, 231, 252, 332), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY ESTATE OF THOMAS S. MORRIS.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, properties on Maybank Highway and Zelasko Drive, (20.858 acre) is identified by the Charleston County Assessors Office as TMS# 313-00-00-071, and 313-00-00-072, 073, 231, 252, 332 (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** Properties on Maybank Highway and  
Zelasko Drive

**Presented to Council:** 5/23/2017

**Status:** Received Signed Petition

**Owner Names:** Estate of Thomas S. Morris

**Year Built:** 1965

**Parcel ID:** 3130000071

**Number of Units:** 3

and 3130000072, 073, 231, 252, 332

**Number of Persons:** 5

**Race:** Caucasian

**Acreage:** 20.858

**Mailing Address:** 3045 Maybank Hwy

**Current Land Use:** Commercial/Residential

Charleston, SC 29455

**Current Zoning:** OD-MHC

**Requested Zoning:** BP/RO/SR-1

**Recommended Zoning:** BP/RO/SR-1

**City Area:** Johns Island

**Subdivision:**

**Appraised Value:** \$1,000,000.00

**Council District:** 5

**Assessed Value:** \$60,000.00

**Within UGB:** Yes

**Stormwater Fees:** To Be Calculated

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 17
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	Additional State-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	Good Condition
<b>Pavement Markings</b>	Good Condition
<b>Charleston Water Systems</b>	St. Johns Water Service Area, CWS Sewer Service Area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a partially developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on Johns Island (approximately 4-20.858 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 313-00-00-071, 072, 073, 231, 252, & 332  
(Address: 3041, 3045, 3049 & 3055 MAYBANK HWY & 1930 E 2021 ZELASKO DR, JOHN ISLAND, SC 29455).  
NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 5 day of  
April, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Susan E. Morris PR for Estate of Thomas S. Morris 4-5-17  
(Signature) (Date)

Susan E. Morris PR for Estate of Thomas S. Morris  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

Parcel Address:  
Properties on Maybank Hwy &  
Zelasko Drive

TMS #:  
3130000071, 072, 073, 231, 252, & 332

Acreage: approx. 20.858

City Council District: 5

Johns Island



Subject Property



Corporate Limits  
City of Charleston



Water





g(ii)



Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 3037 MAYBANK HIGHWAY (5.578 ACRE) (TMS# 313-00-00-075), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY JULIAN & CONSTANCE KORNAHRENS.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 3037 Maybank Highway, (5.578 acre) is identified by the Charleston County Assessors Office as TMS# 313-00-00-075, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, in the \_\_\_\_\_ Year of the Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** 3037 Maybank Highway

**Presented to Council:** 5/23/2017

**Status:** Received Signed Petition

**Owner Names:** Julian & Constance Kornahrens

**Year Built:** 1960

**Parcel ID:** 3130000075

**Number of Units:** 1

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 5.578

**Mailing Address:** 3844 Nelsons Ferry Rd

**Current Land Use:** Residential

Summerton, SC 29148

**Current Zoning:** OD-MHC

**Requested Zoning:** BP/RO/SR-1

**Recommended Zoning:** BP/RO/SR-1

**City Area:** Johns Island

**Subdivision:**

**Appraised Value:** \$215,500.00

**Council District:** 5

**Assessed Value:** \$12,930.00

**Within UGB:** Yes

**Stormwater Fees:** 72.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 17
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	Additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	Good Condition
<b>Pavement Markings</b>	Good Condition
<b>Charleston Water Systems</b>	St. Johns Water Service Area, CWS Sewer Service Area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on Johns Island (approximately 5.528 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS#

313-00-00-075  
(Address: 3037 MAYBANK HWY, JOHNS ISLAND, SC 29455)

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 7 day of  
April, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Julian A Kornahrens  
(Signature)

4-7-2017  
(Date)

JULIAN A. KORNAHRENS  
(Print Name)

Constance R Kornahrens  
(Signature)

4-7-2017  
(Date)

CONSTANCE R. KORNAHRENS  
(Print Name)

# City of Charleston Annexation Map

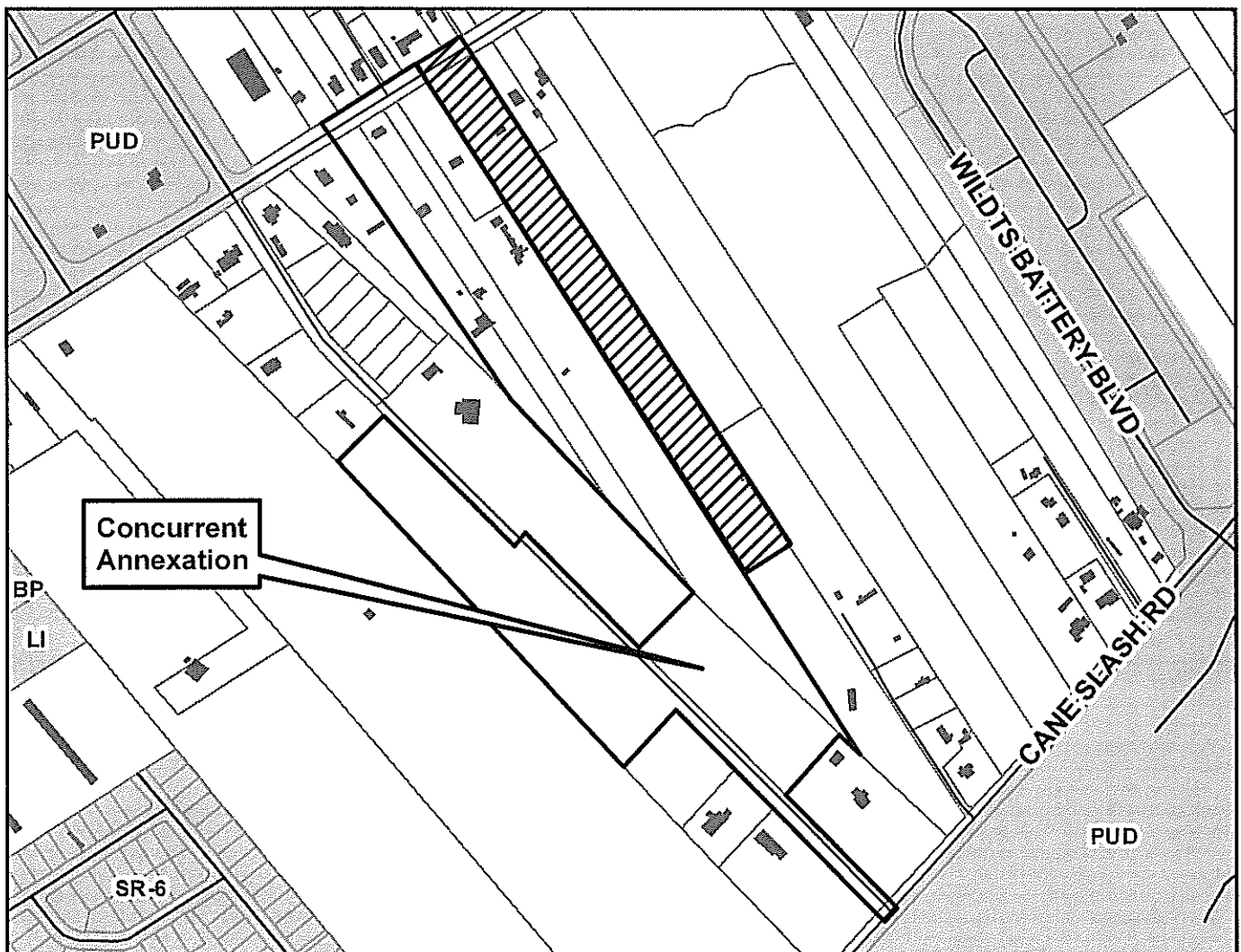
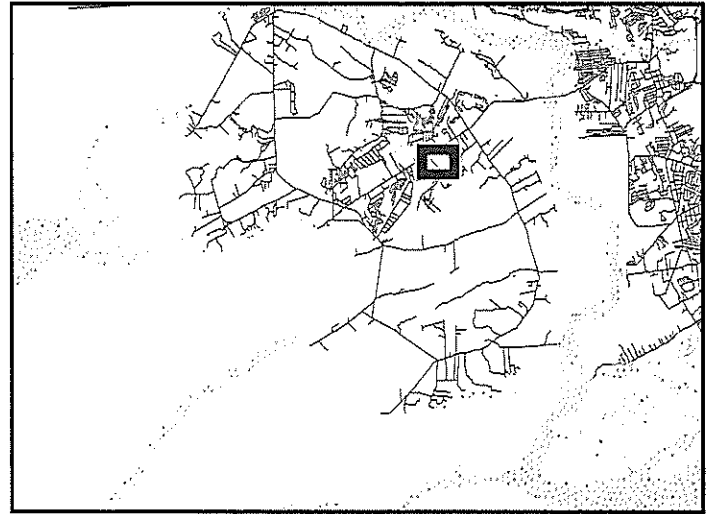
Parcel Address:  
3037 Maybank Hwy

TMS #:  
3130000075

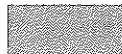
Acreage: approx. 5.578

City Council District: 5

Johns Island



Subject Property



Corporate Limits  
City of Charleston



Water



9(ciii)



Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS A PORTION OF 2115 RIVER ROAD (6.13 ACRE) (A PORTION OF TMS# 345-00-00-067), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY SUSAN P. POLK & LAURIE EDWARD POLK.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, a portion of 2115 River Road, (6.13 acre) is identified by the Charleston County Assessors Office as TMS# 345-00-00-067 (a portion), (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, in the \_\_\_\_\_ Year of the Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** a portion of 2115 River Road

**Presented to Council:** 5/23/2017

**Status:** Received Signed Petition

**Owner Names:** Susan P. Polk & Laurie Edward Polk

**Year Built:** NA

**Parcel ID:** 3450000067 (a portion)

**Number of Units:** 0

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 6.13

**Mailing Address:** 2115 River Rd

**Current Land Use:** Residential

Charleston, SC 29455

**Current Zoning:** R-4

**Requested Zoning:** PUD

**City Area:** Johns Island

**Recommended Zoning:** PUD

**Subdivision:**

**Appraised Value:** \$300,000.00

**Council District:** 5

**Assessed Value:** \$18,000.00

**Within UGB:** Yes

**Stormwater Fees:** 0.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 17
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	St. Johns Water Service Area, CWS Sewer Service Area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on Johns Island (approximately 6.13 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 345-00-00-067  
REAR portion of  
(Address: 2115 River Road, Johns Island, SC ).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 12 day of  
May, 2016 2017

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Susan P. Polk  
(Signature) Susan P. Polk

5/12/17  
(Date)

SUSAN P. POLK  
(Print Name)

Laurie Edward Polk  
(Signature)

5/12/17  
(Date)

Laurie Edward Polk  
(Print Name)

# City of Charleston Annexation Map

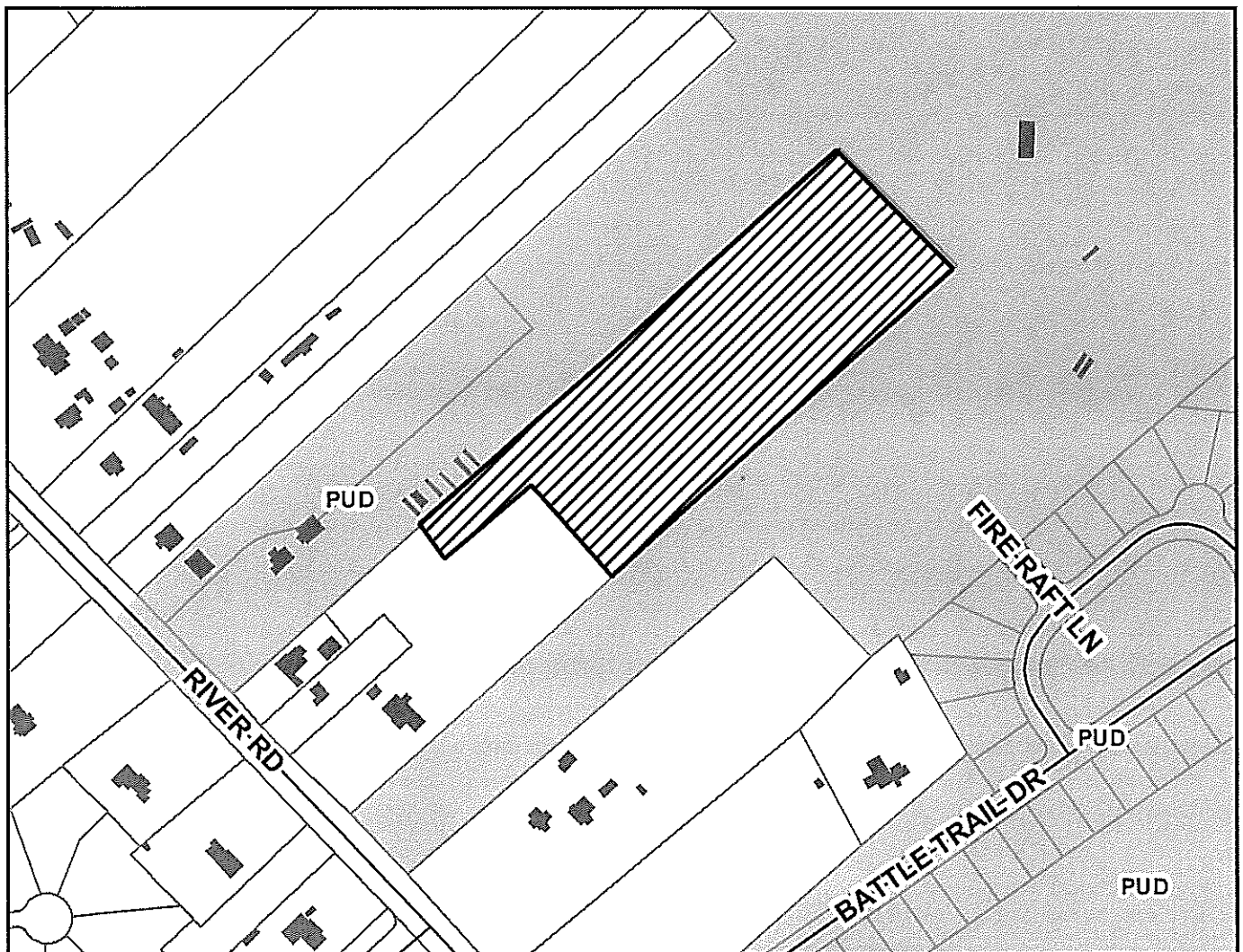
Parcel Address:  
a portion 2115 River Rd

TMS #:  
3450000067 (a portion)

Acreage: approx. 6.13

City Council District: 5

Johns Island



Subject Property



Corporate Limits  
City of Charleston



Water





g(iv)



Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS BEES FERRY ROAD AND HUGHES ROAD (12.439 ACRE) (TMS# 287-00-00-054; AND 287-00-00-347), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY HEIRS OF PHILLIS WASHINGTON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Bees Ferry Road and Hughes Road, (12.439 acre) is identified by the Charleston County Assessors Office as TMS# 287-00-00-054, and 287-00-00-347 (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, in the \_\_\_\_\_ Year of the Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** Bees Ferry Road and Hughes Road

**Presented to Council:** 5/23/2017

**Status:** Received Signed Petition

**Owner Names:** Heirs of Phillis Washington

**Year Built:** NA

**Parcel ID:** 2870000054  
and 2870000347

**Number of Units:** 0

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 12.439

**Current Land Use:** Vacant Residential

**Current Zoning:** R-4

**Requested Zoning:** SR-1

**Recommended Zoning:** SR-1

**Appraised Value:** \$120,200.00

**Assessed Value:** \$7,210.00

**Stormwater Fees:** 0.00

**Mailing Address:** 716 Bear Swamp Rd  
Charleston, SC 29455

**City Area:** West Ashley

**Subdivision:**

**Council District:** 5

**Within UGB:** Yes

<b>Police</b>	Located in existing service area - Team 4
<b>Fire</b>	Located in existing service area - Station 19
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. Property is undeveloped.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	Additional State-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS service area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is an undeveloped site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 12.43 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 287-00-00-054 and 287-00-00-347  
(Address: vacant property located off of Bees Ferry Rd & Hughes Rd ).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 12 day of  
May ~~2016~~ 2017

FREEHOLDERS (OWNERS) SIGN

DATE OF SIGNATURE

Ernestine White Parker  
(Signature) Ernestine White Parker,  
individually & as family agent

05/12/17  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

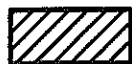
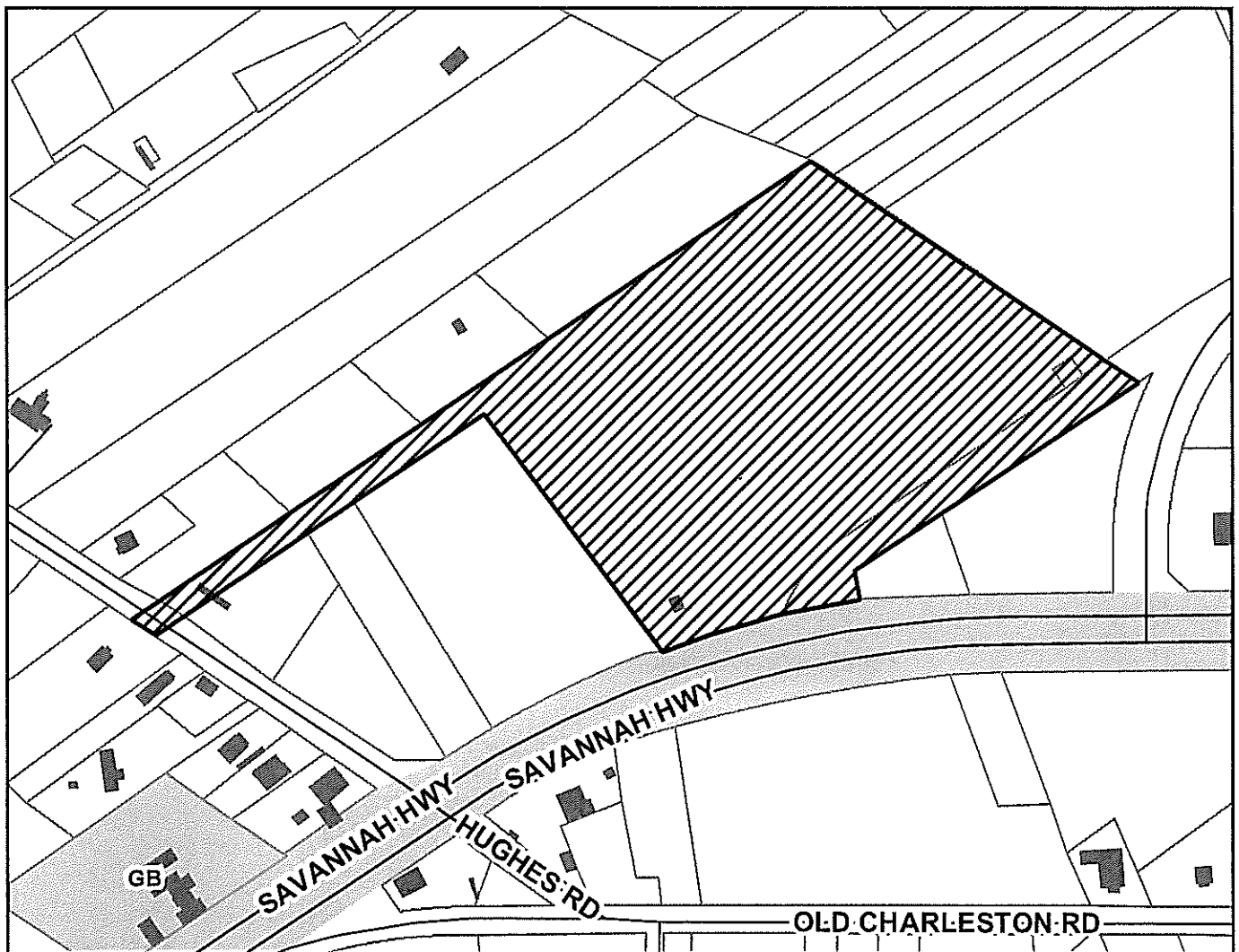
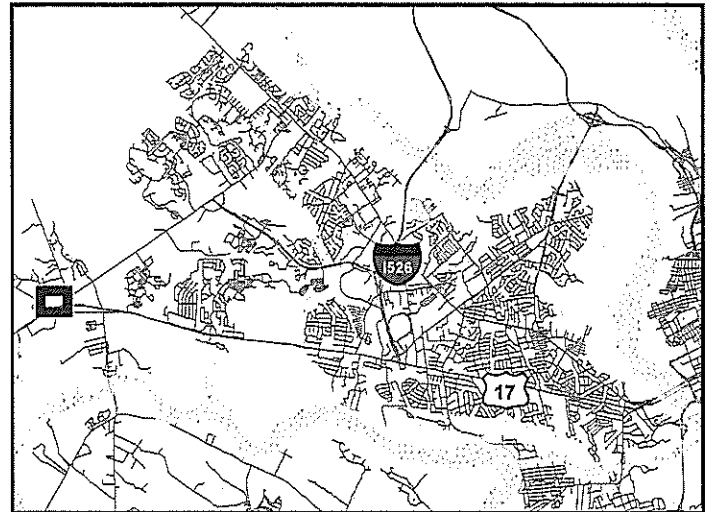
Parcel Address:  
Bees Ferry Rd & Hughes Rd

TMS #:  
2870000054 & 347

Acreage: approx. 12.439

City Council District: 5

Johns Island



Subject Property

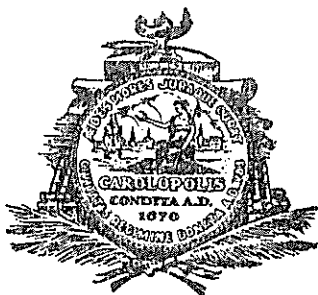


Corporate Limits  
City of Charleston



Water





h.)  
Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY THE NECESSARY DOCUMENTS TO EFFECTUATE THE LAND TRANSFERS CONTEMPLATED BY THE FOURTH AMENDMENT TO THE DANIEL ISLAND DEVELOPMENT AGREEMENT, TO INCLUDE BUT NOT BE LIMITED TO: A TRAIL EASEMENT TO DANIEL ISLAND TOWN ASSOCIATION, INC.; A DEED TO DANIEL ISLAND TOWN ASSOCIATION, INC. PERTAINING TO CITY OWNED PROPERTY BEARING TMS. NO. 275-00-00-148 (LOT 1, PARCEL R, BLOCK O), ALONG WITH AN ASSIGNMENT OF U.S. ARMY CORPS OF ENGINEERS PERMIT NO. 2000-IP-319; A DEED TO DANIEL ISLAND TOWN ASSOICATION, INC. PERTAINING TO PROPERTY TO BE RECEIVED BY THE CITY THAT WILL COMPRISE A WATERFRONT PARK; AND A GROUND LEASE TO DANIEL ISLAND TOWN ASSOCIATION, INC. PERTAINING TO CITY OWNED PROPERTY COMPRISED OF 32.340 ACRES (PARCEL AA, PHASE 5) AND 19.812 ACRES (PARCEL AA, PHASE 2) AND A MORTGAGE SATISFACTION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. On September 27, 2016, a Fourth Amendment to the Daniel Island Development Agreement was executed. The Fourth Amendment, among other matters, contemplates various land transactions between the City and the Daniel Island Town Association, Inc. The purpose of this Ordinance is to authorize the Mayor to sign and all documents necessary to effectuate those transfers.

Section 2. The Mayor is hereby authorized to execute on behalf of the City all documents as may be necessary to effectuate the land transfers contemplated by the Fourth Amendment to the Daniel Island Development Agreement, to include but not be limited to a Trail Easement to Daniel Island Town Association, Inc., a deed to Daniel Island Town Association, Inc. pertaining to City-owned property bearing TMS No. 275-00-00-148 (Lot 1, Parcel R, Block O), along with U. S. Army Corps of Engineers Permit

2000-1P-319, a deed to Daniel Island Town Association, Inc. pertaining to property to be conveyed to the City per the Fourth Amendment that will comprise a Waterfront Park, a Ground Lease to Daniel Island Town Association, Inc. pertaining to City-owned property comprised of 32.340 acres (Parcel AA, Phase 5) and 19.812 acres (Parcel AA, Phase 2) and a Mortgage Satisfaction, copies of said documents being attached to this Ordinance and incorporated herein by reference.

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2017,  
and in the \_\_\_\_<sup>st</sup> Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Turner Maybank,  
Clerk of Council

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BERKELEY         )

**GRANT OF TRAIL EASEMENT**

This Grant of Trail Easement (this “*Trail Easement*”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF CHARLESTON**, a municipality of the State of South Carolina (the “**City**”) and **DANIEL ISLAND TOWN ASSOCIATION, INC.**, a South Carolina non-profit corporation (“**DITA**”).

**WITNESSETH:**

**WHEREAS**, The Daniel Island Company, Inc. (“**DIC**”), Daniel Island Investments, LLC (“**DII**”) and Daniel Island Associates, LLC (“**DIA**” and collectively with DIC and DII, the “**Owner Parties**”) and the City are the current parties to that certain Development Agreement dated as of June 1, 1995, and recorded in the Office of the Register of Deeds for Berkeley County (the “**R.O.D.**”) in Book 681, Page 300 (said Development Agreement as amended by First Amendment to Development Agreement dated June 9 1997, recorded in Book 1092, Page 275 in the R.O.D.; by Second Amendment to Development Agreement dated November 24, 1998, recorded in book 1695, Page 74 in the R.O.D.; by Third Amendment to Daniel Island Development Agreement dated March 8, 2000, and recorded in Book 1931, Page 187 in the R.O.D.; and by Fourth Amendment to the Development Agreement (the “**Fourth Amendment**”) dated September, 2016 and recorded January 24, 2017 in Book 2376, Page 336 in the R.O.D., the “**Development Agreement**”); and

**WHEREAS**, City owns certain real property located on Daniel Island in the City of Charleston, Berkeley County, South Carolina bearing the Berkeley County TMS # 275-00-00-\_\_\_\_ (the “**Tennis Center Property**”) more fully described on the attached **Exhibit A**, and certain other real property bearing the Berkeley County TMS # \_\_\_\_\_ more fully described on the attached **Exhibit A-1** (the “**Governor’s Park**”) (collectively, the “**City Property**”); and

**WHEREAS**, Owner Parties funded and the City funded the construction of certain trails, lighting, boardwalks and walkways through the City Property (collectively, the “**Trails**”, as more particularly shown and described on the attached **Exhibit B**, incorporated herein by reference (the “**Trail Drawing**”) which connect to the larger trail system that traverses lands owned by DITA and others; and

**WHEREAS**, in order to allow for more uniform and efficient maintenance and administration of the Trails so as to better support and function with the Tennis Center Property and Governor’s Park, Owner Parties and DITA requested, and City agreed, pursuant to the terms of the Fourth Amendment, for the City to convey to DITA this Trail Easement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and the above-referenced recitals incorporated by reference, the parties hereto agree as follows:

1. Grant of Easement. Subject to the remaining terms and conditions hereof, the City does hereby grant, bargain, sell and convey to DITA and its successors and assigns, agents, customers, invitees, and licensees, a non-exclusive, transmissible, perpetual and permanent easement to run with the City Property in favor of DITA, its successors and assigns, for the benefit of DITA, its successors, assigns, agents, customers, invitees, licensees and tenants over, upon and across those portions of the City Property where the Trails are located, as more particularly shown and labeled "Approximate Location of Subject Trails" on the Trail Drawing (the "*Trail Easement Area*") for the purposes, and subject to restrictions, terms and conditions set forth on Exhibit C. The City agrees on its behalf, and on behalf of its successors and assigns, that, during the term of this Trail Easement, it will make no use of the Trails that is inconsistent with the uses and the purpose for which this Trail Easement has been granted.

2. Liability. DITA shall indemnify and hold harmless the City for any damages and losses caused by or arising out of DITA's performance of its maintenance, improvement, or repair obligations of the Trails under this Trail Easement. The provisions of this section shall survive the termination or abandonment of this Trail Easement.

3. Title to Trail Easement Area. The City transfers this Trail Easement subject to all matters of public record.

4. Mechanic's Liens. In the event any mechanic's lien is filed as a result of the DITA's use and/or occupancy of the Trails, DITA shall cause such lien to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge and DITA shall provide City copies of any and all lien waivers.

5. Legal Effect. This Agreement creates easements running with the land, and shall be binding upon the parties hereto, their successors and assigns.

6. Amendment. This Agreement may be amended only by recorded agreement among all parties hereto.

7. Partial Invalidity. In the event any provision of this Agreement is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

8. Force Majeure. The time for the completion of a person's obligations under this Agreement shall be extended by any period of Force Majeure for a like period of such Force Majeure. "Force Majeure" means that the time for performance of an obligation (other than the payment of money) or for the satisfaction of any contingency under this Agreement shall be extended for the period during which a party is prevented from



performing by the act or omission of God, government, or other force or event beyond the reasonable control of such person.

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties have caused this Grant of Trail Easement to be executed as of the day and year first above written.

**Witnesses:**

**CITY OF CHARLESTON**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

I, \_\_\_\_\_, Notary Public for the State of South Carolina, do hereby certify that the CITY OF CHARLESTON, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(L.S.)  
Notary Public, State of South Carolina  
My Commission Expires: \_\_\_\_\_

\*\*\*signatures continue on following page\*\*\*

IN WITNESS WHEREOF, the Parties have caused this Grant of Trail Easement to be executed as of the day and year first above written.

**DANIEL ISLAND TOWN  
ASSOCIATION, INC.**

---

By: \_\_\_\_\_

[illegible]

Its: \_\_\_\_\_

[illegible]

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of the Daniel Island Town Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_(L.S.)  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
Tennis Center Property

ALL that certain piece, parcel or tract of land situate, lying in Parcel R, Daniel Island, City of Charleston, Berkeley County, South Carolina and being known an and identified as "**The Daniel Island Company, Inc., Parcel R, Block H, Lot 1, 383,717 sq. ft., 8.81 acres**" on the plat entitled "*Final Subdivision Plat of Parcel R, Block II, Lot 1, Owned by The Daniel Island Company, Inc., Daniel Island, City of Charleston, Berkeley County, S.C.*", prepared by F. Elliotte Quinn, III, S.C. Reg. No. 10292 of Thomas & Hutton Engineering Co. dated December 10, 2002 and recorded in the Register of Deeds Office for Berkeley County in Plat Cabinet Q, Page 94-B on September 30, 2003 (the "Plat"); the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

AND

ALL that certain piece, parcel or tract of land situate, lying and being on Daniel Island, in City of Charleston, Berkeley County, South Carolina, measuring and containing 25.00 acres, more or less, as shown and designated on a plat by Southeastern Surveying, Inc. entitled, "A BOUNDARY SURVEY OF A 25.000 ACRE TRACT OF LAND ON DANIEL ISLAND OWNED BY DANIEL ISLAND DEVELOPMENT CO., INC., LOCATED ON DANIEL ISLAND IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA", dated March 28, 1997 and recorded in the Berkeley County R.M.C. Office in Plat Cabinet M, Page 316 (the "Town Park Plat"), the said parcel having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to the Plat more fully appear which Plat is incorporated herein by reference.

EXHIBIT A-1  
Governor's Park

Parcel J3, Block B  
8.97 Acres

All that certain piece, parcel or tract of land located on Daniel Island situate, lying and being in Berkeley County, South Carolina, known as Governors Park, containing approximately 8.97 acres, more or less, as shown and designated on a plat by F. Elliotte Quinn, III, Professional Land Surveyor No. 10292, of Thomas & Hutton Engineering Co. entitled "A PLAT OF PARCEL H, BLOCK A & PARCEL J3, BLOCK B, DANIEL ISLAND PARK, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA PREPARED FOR DANIEL ISLAND COMPANY, INC.", dated June 22, 2009 and recorded in the Berkeley County Register of Deeds Office in Plat Cabinet N , Pages 313-P and 314P dated January 27, 2010; the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

Parcel H, Block A  
31.34 Acres

All that certain piece, parcel or tract of land located on Daniel Island situate, lying and being in Berkeley County, South Carolina, known as Governors Park, containing approximately 31.34 acres, more or less, as shown and designated on a plat by F. Elliotte Quinn, III, Professional Land Surveyor No. 10292, of Thomas & Hutton Engineering Co. entitled A PLAT OF PARCEL H, BLOCK A & PARCEL J3, BLOCK B, DANIEL ISLAND PARK, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA PREPARED FOR DANIEL ISLAND COMPANY, INC.", dated June 22, 2009 and recorded in the Berkeley County Register of Deeds Office in Plat Cabinet N Pages 313-P and 314-P dated January 27, 2010; the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

EXHIBIT B  
Trail Drawing

## EXHIBIT C

### EASEMENT PURPOSE, USE RESTRICTIONS AND TERMINATION RIGHT

The above Trail Easement and “whereas clauses” are incorporated herein by reference. DITA accepts this Trail Easement subject to the following, each of which shall be binding upon DITA, and its heirs, successors and assigns, including without limitation, its successors in title, and the same shall amount to covenants and restrictions running with the land.

1. DITA shall to maintain the Trails, at DITA’s sole cost and expense, to a maintenance standard equal to the City’s maintenance standard for other City park facilities on Daniel Island (“*City Maintenance Standard*”).
2. This Trail Easement is granted subject to a perpetual, public, free of charge, access use restriction that allows the general public access to the Trails (the “*Restriction for Public Use*”). The Trails will be open to the public at all times during which the Tennis Center Property and Governor’s Park are open to the public.
3. In the event (a) DITA shall fail to maintain the Trails to the City Maintenance Standard and shall fail to correct such maintenance deficiencies within 180 days after written notice from the City, or (b) DITA shall violate the Restriction for Public Use with regard to the Trails, and shall fail to correct such violation within \_\_\_ days after written notice from the City, this Trail Easement shall, at City’s option and upon written notice thereof from City to DITA, terminate and be of no further force and effect (the “*Termination Right*”). Without limiting the effectiveness of the foregoing, in the event this Trail Easement terminates in accordance with the foregoing, DITA shall cooperate with City and shall execute any and all documents reasonably requested by City to confirm such termination. The Termination Right shall be in addition to, and shall not in any manner limit, any other remedy available to the City. The Termination Right is, and shall be, prior in time and right to any mortgage, instrument or other matter affecting title to the Trails and first appearing in the ROD Office for Berkeley County subsequent to this Trail Easement. In the event of any legal action to enforce the foregoing restrictions, the prevailing party shall be entitled to reasonable costs and attorneys’ fees.

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BERKELEY         )         **LIMITED WARRANTY DEED**

37303343v6  
DM: 4775455 v.7



corporation in the State aforesaid, the receipt whereof is hereby acknowledged, SUBJECT TO the matters set forth on **Exhibit B** attached hereto and incorporated herein by reference (the "**Permitted Exceptions**") has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release, subject to the Permitted Exceptions, unto the said Daniel Island Town Association, Inc., its successors and assigns, forever, the following described property, to wit:

ALL that certain piece, parcel or tract of land situate, lying and being in Parcel R, Block O, Daniel Island, City of Charleston, County of Berkeley, South Carolina, designated as "Lot 1, Parcel R, Block O, 32,147 sq. ft., 0.74 acres" as more fully described on **Exhibit A** attached hereto and incorporated herein.

BEING a portion of the property conveyed to Grantor herein by Deed of The Daniel Island Company, Inc. May 3, 2001 and recorded in the Office of the Register of Deeds for Berkeley County on May 7, 2001 in Book 2248, at Page 125.

Together with all of the City of Charleston's right, title and interest in the dock and boardwalks located on, or attached to, Lot 1, Parcel R, Block O and Permit Number 2000-1P-319 issued by the Army Corps of Engineers and the Office of Coastal Resource Management.

TMS No. 275-00-00-148

Grantee's address: 130 River Landing Drive  
Suite 1C  
Charleston SC 29492

This conveyance is subject to the Permitted Exceptions.

**TOGETHER** with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, subject to the Permitted Exceptions, all and singular the property before mentioned unto the said Daniel Island Town Association, Inc., its successors and assigns, forever.

AND, subject to the Permitted Exceptions, the City of Charleston does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, subject to the Permitted Exceptions, the said premises unto Daniel Island Town Association, Inc., its successors and assigns, against the lawful claims of all persons claiming by, under or through the City of Charleston and no others .



## EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Parcel R, Block O, Daniel Island, City of Charleston, County of Berkeley, South Carolina, designated as "Lot 1, Parcel R, Block O, 32,147 sq. ft., 0.74 acres" on Sheet 4 of a plat entitled "FINAL PLAT OF RIVER LANDING DRIVE & PORTIONS OF PARCEL R, BLOCKS G, I, K, L, & O, DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, S.C." prepared by F. Elliotte Quinn, III, RLS No. 10292 of Thomas & Hutton Engineering Co., dated March 26, 2000, recorded in the ROD office for Berkeley County in Plat Cabinet O, Pages 271-B, 272-A, 272-B, 273-A, and 273-B on August 4, 2000 (the "Plat") said parcel or right-of-way having such size, shape, buttings, boundings and dimensions as will by reference to said Plat more fully and at large appear.

BEING a portion of the property conveyed to Grantor herein by Deed of The Daniel Island Company, Inc. May 3, 2001 and recorded in the Office of the Register of Deeds for Berkeley County on May 7, 2001 in Book 2248, at Page 125.

TMS No. 275-00-00-148

EXHIBIT "B"  
PERMITTED EXCEPTIONS

1. The Development Agreement
2. Unrecorded Memorandum of Agreement by and among The Harry Frank Guggenheim Foundation, the U.S. Army Corps of Engineers, and the S.C. State Historic Preservation Office regarding archaeological sites on Daniel Island dated March 2, 1994.
3. Declaration of Covenants and Restrictions (Wetlands Mitigation Areas) dated May 19, 1994, recorded in the ROD Office for Berkeley County on May 23, 1994, in Book 509, Page 182.
4. Zoning ordinances of the City of Charleston, including the Daniel Island Master Plan, as the same may be amended from time to time.
5. Taxes and solid waste disposal fees for the year 2016 and for all subsequent years.
6. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by S.C. Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
7. All matters shown on the Plat more fully described in **Exhibit A**.
8. Restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated March 24, 1999 and recorded March 24, 1999 in Book 1587 at Page 220, as amended by Amendment to the Declarations of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated September 28, 2000 and recorded in Book 2046, Page 57, and as further amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated May 22, 2001 and recorded June 18, 2001 in Book 2300, Page 232, and as further amended by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated August 20, 2001 and recorded August 23, 2001 in Book 2384, Page 177, and as further amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated May 12, 2003 and recorded May 19, 2003 in Book 3313, Page 102, and as further amended by Amendment to the Daniel Island Town Center Zone Restrictions dated January 8, 2004 and recorded January 13, 2004 in Book 3788, Page 117, and as further amended by Amendment to Town Center Zone Restrictions dated May 3, 2004 and recorded May 7, 2004 in Book 3981, Page 261, and as further amended by Amendment and Supplement to Town Center Zone Restrictions dated as of January 1, 2005 and recorded November 17, 2004 in Book 4355, Page 279, and as further amended by Amendment to Town Center Restrictions dated as of January 1, 2005 and recorded November 18, 2004 in Book 4357 Page 77, and as further amended by Amendment to the Town Center Restrictions dated July 7, 2006 and recorded July 24, 2005 in Book 5808,

Page 148, as amended by Amendment to Restrictions recorded in Book 6471, Page 56, and as further amended by Amendment to Restrictions dated November 10, 2010 and recorded November 17, 2010 in Book 8706, Page 182, in the Office of the Register of Deeds for Berkeley County, and as further amended from time to time; including, without limitation, the obligation to have any structures constructed on the property approved by the Daniel Island Architectural Review Board.

9. All terms and conditions of that certain agreement between the City of Charleston and Charleston Tennis, LLC dated September 23, 2014 attached to the Fourth Amendment to the Development Agreement described above.
10. The Use Restrictions and Reverter set forth on Exhibit B-1 attached hereto and incorporated herein by reference.
11. The terms and conditions of permit number 2000-1P-319 issued by the Army Corps of Engineers and the Office of Coastal Resource Management.

## EXHIBIT "B-1"

### USE RESTRICTIONS AND REVERTER

The above deed and "whereas clauses" are incorporated herein by reference. DITA accepts title to the Property subject to the following, each of which shall be binding upon DITA, and its heirs, successors and assigns, including without limitation, its successors in title, and the same shall amount to covenants and restrictions running with the land.

1. DITA agrees to maintain the Property and the FCC Dock and Trails, at DITA's sole cost and expense, to a maintenance standard equal to the City's maintenance standard for other City park facilities on Daniel Island ("*City Maintenance Standard*").
2. The Property and the Dock are conveyed subject to a perpetual, public, free of charge, access use restriction that allows the general public access to the Property and the FCC Dock and Trails (the "*Restriction for Public Use*"). The Property and the FCC Dock and Trails will be open to the public at all times during which that certain public park located on Daniel Island and known as "Governor's Park" and the Family Circle Tennis Cup Tournament Center (the "*Tennis Center*") are open to the public.
3. In the event (a) DITA shall fail to maintain the Property and the FCC Dock and Trails to the City Maintenance Standard and shall fail to correct such maintenance deficiencies within 180 days after written notice from the City, or (b) DITA shall violate the Restriction for Public Use with regards to the Property or the Dock and shall fail to correct such violation within 180 days after written notice from the City, title to the Property shall, at City's option and upon written notice thereof from City to DITA, revert to the City, free and clear of any and all matters affecting title to the Property not in effect prior to the recordation of this Deed in the ROD Office for Berkeley County (the "*Reverter*"). Without limiting the effectiveness of the foregoing, in the event title to the Property reverts in accordance with the foregoing, DITA shall cooperate with City and shall execute any and all deeds and other documents requested by City to confirm such title, as reverted. The Reverter shall be in addition to, and shall not in any manner limit, any other remedy available to the City. The Reverter is, and shall be, prior in time and right to any mortgage, instrument or other matter affecting title to the Property and first appearing in the ROD Office for Berkeley County subsequent to this Deed. In the event of any legal action to enforce the foregoing restrictions, the prevailing party shall be entitled to reasonable costs and attorneys' fees.
4. The time for the completion of a person's obligations under this Deed shall be extended by any period of Force Majeure for a like period of such Force Majeure. "Force Majeure" means that the time for performance of an obligation (other than the payment of money) or for the satisfaction of any contingency under this Deed shall be extended for the period during which a party is prevented from performing by the act or omission of God, government, or other force or event beyond the reasonable control of such person.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property, known as Lot 1, Parcel R, Block O, Daniel Island, City of Charleston, Berkeley County, SC TMS No. 275-00-00-148) was transferred by the City of Charleston to Daniel Island Town Association, Inc. on \_\_\_\_\_, 2017.
3. Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) x \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): 1  
(Explanation required) Value of realty transferred is less than \$100.00. (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check YES \_\_\_\_\_ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: \_\_\_\_\_
- (B) Place the amount listed in item 5 above here: \_\_\_\_\_
- (C) (If no amount is listed, place zero here.) \_\_\_\_\_
- (D) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ exempt.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantor.

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

\_\_\_\_\_  
Responsible Person Connected with the Transaction

\_\_\_\_\_  
Print or Type Name Here

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## LIMITED WARRANTY DEED

WCSR 37303343v2  
WCSR 39038524v4  
DM: 4828310 v.5



This conveyance is subject to the Permitted Exceptions.

**TOGETHER** with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, subject to the Permitted Exceptions, all and singular the property before mentioned unto the said Daniel Island Town Association, Inc., its successors and assigns, forever.

AND, subject to the Permitted Exceptions, The City of Charleston does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, subject to the Permitted Exceptions, the said premises unto Daniel Island Town Association, Inc., its successors and assigns, against The City of Charleston and against the lawful claims of all persons claiming by, under or through The City of Charleston and no others.



## EXHIBIT “A”

[Waterfront Park parcel needs to be subdivided and a legal description created at DITA’s expense per the 4<sup>th</sup> Amendment.]

EXHIBIT "B"  
PERMITTED EXCEPTIONS

1. The Development Agreement.
2. Unrecorded Memorandum of Agreement by and among The Harry Frank Guggenheim Foundation, the U.S. Army Corps of Engineers, and the S.C. State Historic Preservation Office regarding archaeological sites on Daniel Island dated March 2, 1994.
3. Declaration of Covenants and Restrictions (Wetlands Mitigation Areas) dated May 19, 1994, recorded in the ROD Office for Berkeley County on May 23, 1994, in Book 509, Page 182.
4. Zoning ordinances of the City of Charleston, including the Daniel Island Master Plan, as the same may be amended from time to time.
5. Taxes and solid waste disposal fees for the year 2016 and for all subsequent years.
6. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by S.C. Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
7. All matters shown on the Plat more fully described in **Exhibit A**.
8. Restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated March 24, 1999 and recorded March 24, 1999 in Book 1587 at Page 220, as amended by Amendment to the Declarations of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated September 28, 2000 and recorded in Book 2046, Page 57, and as further amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated May 22, 2001 and recorded June 18, 2001 in Book 2300, Page 232, and as further amended by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated August 20, 2001 and recorded August 23, 2001 in Book 2384, Page 177, and as further amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone dated May 12, 2003 and recorded May 19, 2003 in Book 3313, Page 102, and as further amended by Amendment to the Daniel Island Town Center Zone Restrictions dated January 8, 2004 and recorded January 13, 2004 in Book 3788, Page 117, and as further amended by Amendment to Town Center Zone Restrictions dated May 3, 2004 and recorded May 7, 2004 in Book 3981, Page 261, and as further amended by Amendment and Supplement to Town Center Zone Restrictions dated as of January 1, 2005 and recorded November 17, 2004 in Book 4355, Page 279, and as further amended by Amendment to Town Center Restrictions dated as of January 1, 2005 and recorded November 18, 2004 in Book 4357 Page 77, and as further amended by Amendment to the Town Center Restrictions dated July 7, 2006 and recorded July 24, 2005 in Book 5808, Page 148, as amended by Amendment to Restrictions recorded in Book 6471, Page 56,

and as further amended by Amendment to Restrictions dated November 10, 2010 and recorded November 17, 2010 in Book 8706, Page 182, in the Office of the Register of Deeds for Berkeley County, and as further amended from time to time; including, without limitation, the obligation to have any structures constructed on the property approved by the Daniel Island Architectural Review Board.

9. The Use Restrictions and Reverter set forth on **Exhibit B-1**, attached hereto and incorporated herein by reference.

EXHIBIT "B-1"  
USE RESTRICTIONS AND REVERTER

The above deed and "whereas clauses" are incorporated herein by reference. DITA accepts title to the Property subject to the following, each of which shall be binding upon DITA, and its heirs, successors and assigns, including without limitation, its successors in title, and the same shall amount to covenants and restrictions running with the land.

1. DITA agrees to maintain the Property to a maintenance standard equal to the City's maintenance standard for other City park facilities on Daniel Island ("***City Maintenance Standard***").
2. The Property is conveyed subject to a perpetual, public, free of charge, access use restriction that allows the general public access to the Property (the "***Restriction for Public Use***"). The Property will be open to the public at all times during which that certain public park located on Daniel Island and known as "Governor's Park" is open to the public.
3. DITA agrees to construct on the Property such amenities as to enable the Property to appear and function as a public park, including without limitation the installation of parking, grassing, grading, irrigation, seating, park furniture, trail improvements, landscaping and lighting. The City shall be entitled to review and comment on the plans for improvements to the Property.
4. DITA shall not be permitted to encumber the Property without the approval of the City, which approval shall not be unreasonably withheld.
5. In the event that (a) DITA shall fail to maintain the Property to the City Maintenance Standard and shall fail to correct such maintenance deficiencies within 180 days after written notice from the City, or (b) DITA shall violate the Restriction for Public Use, and shall fail to correct such violation within 180 days after written notice from the City, title to the Property shall, at the City's option and upon written notice thereof from the City to DITA, revert to the City, free and clear of any and all matters affecting title to the Property not in effect prior to the recordation of this Deed in the R.O.D. Office for Berkeley County (the "***Reverter***"). Without limiting the effectiveness of the foregoing, in the event title to the Property reverts in accordance with the foregoing, DITA shall cooperate with the City and shall execute any and all deeds and other documents reasonably requested by the City to confirm such title, as reverted. The Reverter shall be in addition to, and shall not in any manner limit, any other remedy available to the City. The Reverter is, and shall be, prior in time and right to any mortgage, instrument or other matter affecting title to the Property and first appearing in the ROD Office for Berkeley County subsequent to this Deed. In the event of any legal action to enforce the foregoing restrictions, the prevailing party shall be entitled to reasonable costs and attorneys' fees.
6. The time for the completion of a person's obligations under this Deed shall be extended by any period of Force Majeure for a like period of such Force Majeure. "Force Majeure"

means that the time for performance of an obligation (other than the payment of money) or for the satisfaction of any contingency under this Deed shall be extended for the period during which a party is prevented from performing by the act or omission of God, government, or other force or event beyond the reasonable control of such person.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property, known as \_\_\_\_\_ was transferred by the City of Charleston to Daniel Island Town Association, Inc. on \_\_\_\_\_, 2017.
3. Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) x exempt from the deed recording fee because (See Information section of affidavit): 1  
(Explanation required) Value of realty transferred is less than \$100.00. (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$\_\_\_\_\_.
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check YES \_\_\_\_\_ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: \_\_\_\_\_
- (B) Place the amount listed in item 5 above here: \_\_\_\_\_
- (C) (If no amount is listed, place zero here.) \_\_\_\_\_
- (D) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ exempt.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantor.

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

\_\_\_\_\_  
Responsible Person Connected with the Transaction

\_\_\_\_\_  
Print or Type Name Here

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.



\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**GROUND LEASE AGREEMENT**

**LANDLORD: CITY OF CHARLESTON**

**TENANT: DANIEL ISLAND TOWN ASSOCIATION, INC.**

\_\_\_\_\_, 2017

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON        )     GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Lease"), by and between the CITY OF CHARLESTON, a political subdivision of the State of South Carolina (the "Landlord") and DANIEL ISLAND TOWN ASSOCIATION, INC. a South Carolina non-profit corporation, its successors and assigns (the "Tenant").

WHEREAS, The Landlord is the owner of certain real estate located on Daniel Island in the City of Charleston, Berkeley County, South Carolina, containing approximately 52.23 acres as more fully shown on Exhibit A, attached hereto and incorporated herein by reference (the "Demised Premises");

WHEREAS, pursuant to that certain Development Agreement by and among Daniel Island Development Company, Inc., The Harry Frank Guggenheim Foundation and the Landlord dated as of June 1, 1995 and recorded in the Office of the Register of Deeds for Berkeley County in Book 681, Page 300 (the "Development Agreement"), as amended by the First Amendment to Development Agreement dated June 9 1997, recorded in Book 1092, Page 275, by the Second Amendment to the Development Agreement dated November 24, 1998, recorded in book 1695, Page 74, and the Third Amendment to Daniel Island Development Agreement between Landlord and Daniel Island Investments L.L.C., The Daniel Island Company, Inc. and Daniel Island Associates, L.L.C. dated March 8, 2000 and recorded March 23, 2000 in Book 1931, Page 187; and as further amended by the Fourth Amendment to the Development Agreement dated September 27, 2016 and recorded on January 24, 2017 in Book 2376, Page 336 in the Office of the Register of Deeds for Berkeley County (the "Fourth Amendment"), Landlord agreed to lease the Demised Premises to Tenant "subject to perpetual, free-of-charge public access lease and use restrictions limiting the use of the property leased under the [Lease] to recreational uses and agricultural uses"; and

WHEREAS, the Fourth Amendment further provides that a condition of this Lease is that Tenant provide a publicly dedicated road to the Demised Premises, on the terms and conditions more fully described herein; and

WHEREAS the Fourth Amendment further provides that a condition of this Lease is that Tenant shall grant Landlord, its officers, officials, agents, guests and invitees access rights over and across the Demised Premised in such locations as Landlord and Tenant shall mutually agree, in their reasonable discretion, as more fully described herein; and

WHEREAS, Landlord now desires to lease the Demised Premises to Tenant subject to the terms and conditions contained in the Fourth Amendment and as set forth herein.

## **WITNESSETH**

### **ARTICLE I.**

#### **DEMISED PREMISES - TERM OF LEASE**

1.1 Landlord hereby demises and leases to Tenant, and Tenant hereby hires and takes from Landlord the Demised Premises.

1.2 TOGETHER with all the right, title and interest, if any, of Landlord, in and to the buildings and other improvements erected or to be erected thereon (the "Improvements"); (all of the same being deemed part of the Demised Premises and included in any reference thereto).

1.3 TO HAVE AND TO HOLD for a term (the "Initial Term") which shall commence on the date first written above (the "Commencement Date"), and shall end on the thirtieth (30<sup>th</sup>) anniversary thereof unless sooner terminated or extended as hereinafter provided. The Tenant shall have two options to renew this Lease with each renewal term being for an additional ten (10) year term ("Renewal Terms") (the Initial Term and the Renewal Terms collectively, the "Term"). Provided there is no default by Tenant hereunder, this Lease shall automatically renew if there is an additional Renewal Term unless Tenant shall give written notice to Landlord of its election not to renew at least ninety (90) days prior to the expiration of the then-current Term. The term "Lease Year" as used in this Lease shall mean a period of twelve (12) consecutive full calendar months beginning on the Commencement Date if such date occurs on the first day of the calendar month; if not, then on the first day of the calendar month next succeeding the calendar month in which the Term begins. Subsequent Lease Years shall run consecutively, each such Lease Year beginning on the first day of the calendar month succeeding the last calendar month of the previous Lease Year.

This Lease is granted and accepted upon the foregoing and upon the following covenants and conditions, and subject to the following restrictions, to all and every one of which the parties consent; and each of the parties hereby expressly covenants and agrees to keep, perform and observe all the terms, covenants and conditions herein contained on its part to be kept, performed and observed:

### **ARTICLE 2.**

#### **BASE RENT**

2.1 The Base Rent for the Initial Term is One Hundred and No/100 Dollars (\$100) payable in advance upon the execution of this Agreement. The Base Rent for each Renewal Term is One Hundred and No/100 Dollars (\$100) payable in advance on the first day of each respective Renewal Term.

### **ARTICLE 3.**

#### **PAYMENT OF TAXES, ASSESSMENTS, ETC.**

3.1 Tenant is a non-profit entity and as such Tenant pays no income or real property taxes. Landlord currently pays no real property tax on the Demised Premises. Landlord shall cooperate with Tenant to the extent that is reasonable, as determined by the Landlord in its sole discretion, in order to assist Tenant's efforts to retain its exempt status with respect to any and all income and real property taxes relating to the Demised Premises.

3.2 Notwithstanding the foregoing, to the extent real property taxes are assessed with respect to the Demised Premises, the same shall be the obligation of Tenant to pay in full and when due (except as otherwise provided herein), before any fine, penalty, interest or cost may be added thereto for the non-payment thereof. In addition, Tenant shall pay or cause to be paid, when due, all other taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of or become a lien on, the Demised Premises, or any part thereof or any appurtenances thereto (all such taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges, to include real property taxes if applicable, being hereinafter referred to as "Impositions", and any of the same being hereinafter referred to as an "Imposition"); provided, however, that all Impositions for the fiscal or tax years in which the Term of this Lease shall end shall be apportioned so that Tenant shall pay only those portions thereof which correspond with the portion of said years as are within the Terms hereby demised.

3.3 Landlord shall authorize and request the applicable taxing authorities to send to Tenant all tax bills and assessments pertaining to the Demised Premises, if any, or Landlord shall timely forward to Tenant all such tax bills and assessments received by Landlord. Tenant shall pay all ad valorem real property taxes prior to December 31 of each calendar year for the year for which such taxes are imposed, if applicable. Tenant shall furnish to Landlord, within ten (10) days before the date when any tax, assessment, or charge (for which Tenant is responsible hereunder) would become delinquent, receipts or other appropriate evidence establishing payment thereof.

## **ARTICLE 4.**

### **PUBLIC ROAD**

4.1 Tenant shall provide or cause to be provided a publicly dedicated road to the Demised Premises at no cost or expense to Landlord. Tenant shall cause such public road to be constructed in accordance with City of Charleston road construction specifications and publicly dedicated to the City. Within twenty-four (24) months of the Effective Date of the Fourth Amendment, as provided therein (the "Road Deadline"), Tenant shall seek the necessary permits to widen and pave the existing causeway that currently provides access to the Demised Premises in order to satisfy the requirements of this Section 4.1. Tenant's failure to comply with its obligations under this Section shall be deemed a material breach of this Lease. In the event that Tenant receives the necessary permits to pave the causeway, Tenant shall cause Daniel Island Company,

Inc. (“DIC”) to pave the causeway in accordance with the permits and dedicate it to the Landlord, and such paved and dedicated causeway shall be deemed to satisfy the requirements contained herein. Subject to Force Majeure, in the event that Tenant fails to (i) seek the appropriate permits for the paving of the public road; and to (ii) commence the paving thereof on or before the Road Deadline, the Landlord shall have the right to terminate this Lease after which it shall be of no further force and effect.

## **ARTICLE 5.**

### **USE RESTRICTIONS**

5.1 The Demised Premises may only be used for recreational, agricultural or conservation purposes. The Demised Premises shall be held subject to a perpetual public free of charge, access use restriction that allows the general public access to the Demised Premises. Tenant shall have the right to sublease parts of the Demised Premises for limited periods of time to sports organizations to use as playing fields and to other organizations that provide community services that meet the use restrictions set forth above, provided, however, that Tenant shall provide to Landlord a list of all subtenants and other third party users of the Demised Premises, along with contact information for the responsible individual associated therewith and copies of any and all subleases, licenses, or other documents granting such third parties rights to use the Demised Premises. All such subleases and other third party use rights granted by Tenant shall be subject and subordinate to this Lease and the rights and reservations of Landlord hereunder.

5.2 The use restrictions in this Article 5 are a critical component of the consideration due Landlord for Tenant’s entering into this Lease and shall be deemed to be covenants burdening Tenant’s leasehold interest in this Lease for the benefit of the fee interest in the Demised Premises. Tenant shall use its commercially reasonable efforts to enforce any violations of such use restrictions as and when such violations become known to Tenant, and in particular, after receipt of a written notice from Landlord identifying such violation and requesting action be taken.

## **ARTICLE 6.**

### **RESERVATION OF ACCESS RIGHTS**

6.1 Landlord hereby reserves the right of access over, across, and through the Demised Premises in a location mutually agreeable to Tenant and Landlord to be determined in the future in their reasonable discretion, and Tenant shall have the affirmative obligation hereunder to provide Landlord and Landlord’s officials, agents, employees, licensees, and invitees with reasonable access across the Demised Premises to other parcels owned by Landlord in the vicinity of the Demised Premises.

## **ARTICLE 7.**

## **SURRENDER**

7.1 Tenant shall on the last day of the Lease Term or upon any earlier termination of this Lease, well and truly surrender and deliver up the Demised Premises to the possession and use of Landlord without delay, in a condition suitable for use as a public park, free and clear of all letting and occupancies, and free and clear of all liens and encumbrances other than those, if any, presently existing or created or suffered by Landlord.

7.2 Unless otherwise specified herein or agreed to by Landlord and Tenant, Tenant shall remove all personal property from the Demised Premises at the expiration or earlier termination of this Lease. Any personal property of Tenant remaining in or on the Demised Premises after the termination of this Lease and after Tenant has been given the opportunity to remove may, at the option of Landlord, be deemed abandoned by Tenant and either may be retained by Landlord as Landlord's property or be disposed of, without accountability, in such manner as Landlord may see fit.

## **ARTICLE 8.**

### **REPRESENTATIONS AND COVENANTS OF LANDLORD**

8.1 Landlord makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Landlord is the owner of the Demised Premises and is authorized to enter into the transactions contemplated hereby and to carry out its obligations hereunder.

## **ARTICLE 9.**

### **LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS**

9.1 If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article 3 hereof, then Landlord shall notify Tenant in writing and provide Tenant with a thirty (30) day right to cure and pay the Imposition. If, after the expiration of the cure period Tenant has not paid the Imposition, Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of such default, may (but shall be under no obligation to) pay any Imposition payable by Tenant pursuant to the provision of Article 3 hereof. Upon payment by Landlord, the Imposition shall be due and payable by Tenant without notice or demand.

9.2 All sums so paid by Landlord and all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in connection with the performance of any such act, together with interest thereon at the rate of Bank of America Prime Rate per annum from the date of such payment or incurrence by Landlord of such cost and expense.

## **ARTICLE 10.**

### **DELIVERY CONDITION; REPAIRS AND MAINTENANCE OF THE DEMISED PREMISES**

10.1 Except as otherwise set forth herein, Tenant acknowledges that Landlord, its agents, employees, or representatives, have not made any representations or warranties (either express or implied) with respect to the Demised Premises or the condition thereof, and Tenant accepts the Demised Premises in 'AS IS', 'WHERE IS' and 'WITH ALL FAULTS' condition. Tenant agrees that, by leasing the Demised Premises, Tenant has examined the Demised Premises and has approved all matters concerning the Demised Premises that Tenant deems material to Tenant's leasing and use of the Demised Premises.

10.2 Landlord shall not be required to furnish to Tenant any facilities, utilities or services of any kind whatsoever during the Lease Term, such as, but not limited to, water, sewer, gas, electricity, light and power, and Landlord makes no warranty, express or implied, as to the presence on or availability to the Demised Premises of any such facilities, utilities or services. To the extent applicable, Tenant shall pay or cause to be paid all utility charges for any utility services provided to the Demised Premises. Tenant hereby covenants and agrees not to commit waste on or at the Demised Premises or allow it to be committed nor permit maintenance of a nuisance or any other noxious matter which may interfere with or affect the Demised Premises. Landlord shall in no event be required to make any alterations, rebuildings, replacements or repairs during the Term of this Lease. Tenant shall maintain, or cause to be maintained, the Demised Premises in good condition and repair, reasonable wear and tear excepted, and in compliance with all City of Charleston maintenance standards for similar properties.

## **ARTICLE 11.**

### **IMPROVEMENTS AND ALTERATIONS**

11.1 Tenant shall have the right to make and construct improvements at the Premises upon the written permission and consent of the Landlord, such consent not to be unreasonably withheld, delayed or conditioned. Landlord shall be deemed to have given its permission and consent if Landlord shall fail to object within thirty (30) days of Tenant's request of approval. All buildings and other permanent fixtures attached to the Demised Premises shall become the property of Landlord, unless otherwise agreed between the parties in writing, upon the expiration of this Lease.

11.2 Tenant shall have no obligation to make any improvements to the Demised Premises and shall have no obligation to rebuild or replace any improvements that are destroyed by casualty during the Term of this Lease. In the event that Tenant elects not to rebuild or repair an improvement or Tenant elects to remove an improvement, Tenant shall fully remove such improvement.

## **ARTICLE 12.**



## **COMPLIANCE WITH LAWS, ORDINANCES, ETC.**

12.1 Throughout the Term, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers.

12.2 Tenant shall have the right, to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 12.1 hereof Landlord, without cost to it, shall, subject to the foregoing, execute and deliver any appropriate papers which may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

## **ARTICLE 13.**

### **DISCHARGE OF LIENS**

13.1 Tenant may not subject the Demised Premises, nor permit the Demised Premises to be subjected to liens of any laborer, contractor, mechanic or materialman or to any other liens arising out of or connected with the development, construction or maintenance of any improvements, alterations or additions to existing improvements (except for statutory liens arising in the ordinary course which are promptly discharged), unless Landlord expressly consents to such liens in writing. Tenant shall indemnify and hold harmless Landlord from and against any mechanic's lien or other liens and any and all costs associated therewith, including reasonable attorney's fees and costs. If requested by Landlord, Tenant shall be required to "bond off", within fifteen (15) business days, any filed mechanic's liens in accordance with SC Code section 29-5-110, as amended.

## **ARTICLE 14.**

### **INDEMNIFICATION OF LANDLORD; INSURANCE**

14.1 Tenant shall indemnify and save harmless Landlord against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord to the extent arising out of any act of Tenant, its employees, agents, contractors, subtenants, licensees, guests, or invitees, including without limitation, the following occurrences:

- (a) any work or thing done in, on or about the Demised Premises or any part thereof by Tenant or any party other than Landlord;
- (b) any use, non-use, possession, occupation, condition, operation, maintenance or

management of the Demised Premises;

(c) any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees or invitees;

(d) any accident, injury or damage to any person or property occurring in, on or about the Demised Premises or any part thereof; or

(e) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon written notice from Landlord shall, at Tenant's sole cost and expense, resist or defend Landlord in such action or proceeding by counsel approved by Landlord in writing, which approval Landlord agrees not to unreasonably withhold. If Tenant has supplied Landlord with insurance policies covering any of the aforementioned risks no claim shall be made against Tenant unless and until the insurer shall fail or refuse to defend and/or pay all or any part thereof.

14.2 Liability Insurance. Throughout the Term of this Lease, Tenant agrees to maintain liability insurance with limits in the amount of \$1,000,000 covering the Demised Premises and naming the Landlord as an additional insured on all such policies. The liability insurance will be reviewed each five years to determine whether coverage should be increased to reflect current market conditions.

14.3 Property Insurance. Throughout the Term of this Lease, Tenant shall at its own expense cause all improvements, if any, placed upon the Demised Premises to be insured in such amounts and for such risks as customary and commercially reasonable for the type of improvements located on the Demised Premises. Landlord shall be named as a loss payee to the extent of its interest on such policy, and Tenant shall provide an insurance certificate to Landlord evidencing the same. Landlord agrees that all casualty insurance proceeds belong solely to Tenant to be used as Tenant determines in its sole discretion, subject to the terms of this Lease.

## **ARTICLE 15.**

### **CONDEMNATION**

15.1 For the purposes of this Lease, (i) "Taking" shall mean any condemnation or exercise of the power of eminent domain by a public authority vested with such power, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a public authority vested with the power of eminent domain; (ii) the "date" of any taking shall mean the earlier of the date upon which title to the Demised Premises or portion thereof taken is vested in the condemning authority, or the date upon which possession of the Demised Premises or portion thereof is taken by the condemning authority; and (iii) "substantially all" of the Demised Premises shall mean so much of the Demised Premises as, when taken, leaves the untaken portion unsuitable for the continued feasible and economic operation of the Demised Premises by Tenant

for the same purposes as immediately prior to such taking.

15.2 In the event of a taking of all or substantially all of the Demised Premises, then the Term of this Lease shall automatically cease and terminate on the date of such taking. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages from the condemning authority in connection with such taking, and neither Landlord nor Tenant shall have any rights in any compensation or damages payable to the other. The entire compensation award for the Demised Premises (as contrasted with the Lease), including but not limited to all damages as compensation for diminution in value of the leasehold, reversion, and fee, shall belong to Landlord.

15.3 In the event of a taking of a portion of the Demised Premises less than all or substantially all of the Demised Premises, then this Lease and all the duties and obligations of Tenant under this Lease shall remain unmodified, unaffected and in full force and effect;

15.4 In the event of a taking, Tenant shall make no claim to the award of Landlord nor Landlord to the award of Tenant, each having its own separate action.

## **ARTICLE 16.**

### **CASUALTY**

16.1 If during the Lease Term, the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty of any kind or nature, Tenant shall elect, in its sole discretion, whether to repair and restore all or some of the damaged improvements or to remove all or some of the damaged improvements. Tenant shall make these elections within sixty (60) days of settlement of its insurance claims. If Tenant elects not to repair and restore, Tenant shall fully remove the damaged improvements.

16.2 All property and casualty insurance proceeds shall be solely payable to Tenant.

16.3. Except as provided for in this Article 16, this Lease shall not be affected in any manner by reason of the total or partial destruction to the Demised Premises or any part thereof, or any reason whatsoever, and Tenant, notwithstanding any law or statute, present or future, waives all rights to quit or surrender the Demised Premises or any part thereof. The obligations of the Tenant under the Lease shall not abate as a result of any casualty.

## **ARTICLE 17**

### **HAZARDOUS MATERIALS; ENVIRONMENTAL INDEMNITIES**

17.1 Tenant, at Tenant's expense shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities

pertaining to Tenant's use of the Demised Premises, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other matters for the protection of human health and the environment (including the Environmental Laws as hereinafter defined), all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Demised Premises.

17.2 Tenant may not use the Demised Premises for the disposal or release of any Hazardous Materials. Further Tenant agrees that it will prevent its employees, agents, contractors, subtenants, licensees, guests, or invitees from disposing of or releasing any Hazardous Materials on the Demised Premises.

### 17.3 RESERVED

17.4 If Hazardous Materials are discovered on the Demised Premises after the Lease Term Commencement Date, then Tenant shall perform all assessments, investigations, evaluations and remediation required by the United States Environmental Protection Agency (USEPA), DHEC, or any other state or municipal agency with jurisdiction over the Demised Premises or the Hazardous Materials, unless such Hazardous Materials arise out of or result from the actions or inactions of Landlord, its employees, agents, contractors, subtenants, licensees, guests, or invitees or such Hazardous Materials were present on the effective date of this Lease. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, reasonable attorneys' fees, consultants' fees, investigative costs and court costs ("Losses"), which arise during or after the Lease Term as a result of such contamination as may occur after the effective date of this Lease, except to the extent and degree such Losses arise out of or result from the actions or inactions of Landlord, its employees, agents, contractors, subtenants, licensees, guests, or invitees. Without limiting the foregoing, if the presence of any Hazardous Material on the Demised Premises arising after the Lease Term Commencement date results in any contamination of the Demised Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises to the condition existing as of the effective date of this Lease, unless such contamination arises out of or results from the actions or inactions of Landlord, its employees, agents, contractors, subtenants, licensees, guests, or invitees.

17.5 As used in this Lease, the term "Hazardous Material" means any substance, material or waste now or hereafter determined by any federal, state or local governmental authority to be capable of posing a risk of injury to health, safety or property, including, but not limited to, any substance, material or waste: (i) containing asbestos that is or could become friable, radioactive materials, petroleum, petroleum fractions, or petroleum distillates, urea formaldehyde foam insulation, or radon gas; (ii) now or hereafter defined as "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", "restricted hazardous waste", "toxic substance", "toxic pollutant", "contaminant", or "pollutants" or words of similar import under any applicable Environmental Law, as hereinafter defined, or (iii) or any other substance, regulated by

any governmental authority for the protection of human health or the environment. As used in this Lease, the term "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety, or Hazardous Materials including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§300f et seq.; the Atomic Energy Act, 42 U.S.C. §§2001 et seq.; and the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 et seq., the South Carolina Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq., the South Carolina Hazardous Waste Management Act, S.C. Code Ann. §§44-56-10 et seq., and the South Carolina Solid Waste Policy and Management Act, S.C. Code Ann. §§44-96-10 et seq.

17.6 Tenant's indemnity and response obligations under Article 17 shall survive any expiration, cancellation, or termination of this Ground Lease Agreement.

## **ARTICLE 18.**

### **ATTORNMEN**

18.1 Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease in its sole discretion. Should Landlord assign this Lease as provided for above, sell all or a portion of the Demised Premises, or should Landlord enter into a security deed or other mortgage affecting the Demised Premises and should the holder of such deed or mortgage succeed to the interest of Landlord, Tenant shall be bound to said assignee or any such holder under all the terms, covenants, and conditions of this Lease for the balance of the Term hereof remaining after such succession, and Tenant shall attorney to such succeeding party as its Landlord under this Lease promptly under any such succession.

## **ARTICLE 19.**

### **ESTOPPEL CERTIFICATES.**

19.1 At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Demised Premises, and Tenant shall promptly execute and deliver to Landlord such commercially reasonable certificate or certificates in writing as Landlord may reasonably request, showing the subordination of the Lease to such Security Deeds, and in default of so doing, following fifteen (15) days' written notice to Tenant of such failure, Tenant shall be in default hereunder; provided, however, any such Security Deeds which may now or hereafter affect the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no

continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such Security Deed. In the event that any such Security Deed affects the Demised Premises, either as of the Commencement Date or at any time in the future, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (i) that this Lease is unmodified and in full force and effect (if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (ii) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (iii) the date to which any rents and other charges have been paid in advance, if any; and (iv) such other matters of fact as Landlord may reasonably request.

## **ARTICLE 20. DEFAULT**

20.1 Each of the following events shall constitute an event of default under this Agreement:

(a) If Tenant shall default in the performance of or compliance with any of the material terms, covenants, agreements, conditions or provisions of this Agreement and said default shall continue for a period of one hundred eighty (180) days after written notice thereof by Landlord to Tenant;

(b) If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of Tenant; or

(c) If any bankruptcy, reorganization, moratorium, insolvency, creditor adjustment or debt rehabilitation proceedings or the like are instituted by or against Tenant under any state or federal law.

20.2 In the event one of the above enumerated events of default occurs, Landlord may terminate this Agreement if a Tenant default has not been cured within one hundred eighty (180) days after notice and request from Landlord.

20.3 Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

## **ARTICLE 21.**

### **INVALIDITY OF PARTICULAR PROVISIONS**

21.1 If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.2 This Lease shall have a duration of thirty (30) years with two (2) ten (10) year extensions. If South Carolina law hereafter limits any period of the Lease to be invalid, then to the extent consistent with such law, this Lease shall automatically be extended at the expiration of such period for successive periods of 10 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Lease shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only for the fixed 90 year period of time authorized by the South Carolina Uniform Statutory Rule Against Perpetuities found in Section 27-6-20(A)(2).

## **ARTICLE 22.**

### **NOTICES**

22.1 Notices or other communications required to be delivered by one party to the other shall be delivered by personal delivery or in accordance with the current and customary methods of delivering business communications which method has a high degree of certainty that the communication will actually be received by such party. The current and customary methods of delivering business communications as of the effective date of this Lease include (i) United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) recognized overnight delivery service with receipted delivery, or (iii) personal delivery, or (iv) facsimile with confirmed delivery receipt, or (v) electronic mail with confirmation that the email has been delivered and opened.

IF TO LANDLORD:

IF TO TENANT:

## **ARTICLE 23.**

### **QUIET ENJOYMENT**

23.1 Tenant and its successors and assigns, upon the observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the Lease Term without claim, hindrance or molestation by anyone claiming by, through or under Landlord or its successors or assigns as such.

## **ARTICLE 24.**

### **MISCELLANEOUS PROVISIONS**

24.1 The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The captions in this Lease are for convenience only, are not a part of this Lease, and shall have no effect upon the construction or interpretation of any part hereof.

24.2 All Exhibits to this Lease shall be considered incorporated into and a part of this Lease and previous written and oral agreements between Landlord and Tenant are hereby terminated without penalty or cost to either Landlord or Tenant.

24.3 This Lease shall be construed in accordance with and governed in all respects by the laws of the State of South Carolina without regard to any provisions regarding conflicts of law. The language of this Lease shall be interpreted without reference to which party prepared this Lease or any portion of this Lease.

24.4 This Lease may not be amended or supplemented except by means of a written agreement executed on behalf of both Landlord and Tenant.

24.5 The parties hereby represent and warrant that they have all necessary power and authority to execute and deliver this Lease on behalf of Landlord and Tenant, respectively.

24.6 The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and permitted assigns of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

24.7 Nothing in this Lease is intended to provide any rights or remedies to any person other than to Landlord and Tenant and their respective heirs, successors and assigns. The terms of this section shall survive the cancellation, termination or consummation of this Lease.

24.8 This Lease shall be recorded in the Register of Deeds Office for Berkeley County.



24.9 The Landlord and Tenant agree this is a "triple net lease" and Tenant is responsible for all costs related to the Demised Premises including, without limitation, taxes, insurance and maintenance.

24.10 This Lease may not be assigned by Tenant without the prior written consent of Landlord, to be granted in Landlord's sole discretion. Tenant shall not mortgage its leasehold interest without the prior written consent of Landlord, to be granted in Landlord's sole discretion. Subject to the terms of Section 5 hereinabove, any attempted assignment, sublease, or other transfer, encumbrance, or mortgage by Tenant in violation of the terms and covenants of this Lease shall be void. Notwithstanding Landlord's consent on any occasion, the right of Landlord to approve or disapprove as set forth in this Section 24.10 shall apply to any further subletting or assignment. In no event may any assignee or subtenant further assign or sublet the Demised Premises to another party without Landlord's prior written consent, which consent shall be requested in accordance with the procedures set forth in this Paragraph. Assignees of Tenant's interest in this Lease shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Term and any extensions thereof. No assignment of this Lease shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance reasonably satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of all obligations to be performed under this Lease for the balance of the then remaining Term of this Lease.

24.11 No delay, omission or failure to exercise any right of Landlord under this Agreement shall be construed as a waiver of any such right or as impairing any such right. Any waiver by Landlord of a single breach or default shall not be construed as or constitute a waiver of any prior to subsequent breach or default. All remedies provided for above or by law, or otherwise afforded to Landlord, are cumulative and not alternative.

24.12 This Agreement may be executed simultaneously in one or more copies or counterparts, each of which shall be deemed an original, but all of which together shall constitute and be one and the same Agreement.

24.13 Notwithstanding anything to the contrary contained in this Agreement, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations and the liabilities described herein) of this Agreement which from their sense and context are intended to survive the expiration or earlier termination of this Agreement (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Agreement and continue to be binding upon the applicable party.

24.14 The time for the completion of a person's obligations under this Lease shall be extended by any period of Force Majeure for a like period of such Force Majeure. "Force Majeure" means that the time for performance of an obligation (other than the payment of money) or for the satisfaction of any contingency under this Lease shall be extended for the period during which a party is prevented from performing by the act or omission of God, government, or other force or

event beyond the reasonable control of such person.

\*\*\*Signature Page to Follow\*\*\*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD:**

CITY OF CHARLESTON

By: \_\_\_\_\_  
John J. Tecklenburg

Its: Mayor

**TENANT:**

DANIEL ISLAND TOWN ASSOCIATION,  
INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA :  
COUNTY OF CHARLESTON :

I, \_\_\_\_\_, a Notary Public, do hereby certify that the  
Landlord herein, City of Charleston by \_\_\_\_\_, its \_\_\_\_\_  
personally appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_(Seal)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA :  
COUNTY OF CHARLESTON :

I, \_\_\_\_\_, a Notary Public, do hereby certify that the  
Tenant herein, Daniel Island Town Association, Inc. by \_\_\_\_\_, its \_\_\_\_\_  
personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_(Seal)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

Parcel AA, Phase 5  
(32.430 acres)

ALL that certain piece, parcel or tract of land situate, lying and being on Daniel Island, in the City of Charleston, Berkeley County, South Carolina, measuring and containing 32.430 acres, more or less, and designated as Parcel AA, Phase 5, on that certain plat by Southeastern Surveying, Inc. entitled, "A SUBDIVISION PLAT OF A PORTION OF DANIEL ISLAND OWNED BY HARRY FRANK GUGGENHEIM FOUNDATION, DANIEL ISLAND DEVELOPMENT COMPANY AND THE CITY OF CHARLESTON, LOCATED ON DANIEL ISLAND IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA", Sheets 1-4, dated January 3, 1997 with latest revision March 11, 1997 and recorded in the Berkeley County R.M.C. Office in Plat Cabinet M, Pages 309 through 312 (the "Plat"). Said parcel having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to the Plat more fully appear which Plat is incorporated herein by reference.

Parcel AA, Phase 2  
(19.812 acres)

ALL that certain piece, parcel or tract of land situate, lying and being on Daniel Island, in the City of Charleston, Berkeley County, South Carolina, measuring and containing 19.812 acres, more or less, and designated as Parcel AA, Phase 2, on that certain plat by Southeastern Surveying, Inc. entitled, "A SUBDIVISION PLAT OF A PORTION OF DANIEL ISLAND OWNED BY HARRY FRANK GUGGENHEIM FOUNDATION, DANIEL ISLAND DEVELOPMENT COMPANY AND THE CITY OF CHARLESTON, LOCATED ON DANIEL ISLAND IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA", Sheets 1-4, dated January 3, 1997 with latest revision March 11, 1997 and recorded in the Berkeley County R.M.C. Office in Plat Cabinet M, Pages 309 through 312 (the "Plat"). Said parcel having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to the Plat more fully appear which Plat is incorporated herein by reference.

STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF BERKELEY        ) MORTGAGE SATISFACTION  
                                      PURSUANT TO SECTION 29-3-330(B)(3) OF  
THE SOUTH CAROLINA CODE OF LAWS, 1976

The undersigned being the mortgagee of record, the trustee of a deed of trust, or the legal representative, agent or officer, or attorney-in-fact of the mortgage of record or the trustee of the trust, under a written agreement duly recorded, of either of the foregoing, certifies:

The debt secured by the mortgage from **DANIEL ISLAND DEVELOPMENT COMPANY** and the **HARRY FRANK GUGGENHEIM FOUNDATION**, to **THE CITY OF CHARLESTON** dated June 18, 1997 and recorded in the Office of the ROD of Berkeley County in Book 1092, page 320 is:

[ X ] paid in full and the lien or foregoing instrument has been released; or

[ ] the lien of the foregoing has been released.

The Register of Deeds may enter this cancellation into record.

Under penalties of perjury, the undersigned declares that it has examined this affidavit dated this \_\_\_\_ day of February, 2017, and, to the best of its knowledge and belief, found it to be true, correct and complete.

*[Signature on following page]*

WITNESS its hand and seal this \_\_\_\_ day of February, 2017.

MORTGAGEE:

THE CITY OF CHARLESTON

\_\_\_\_\_  
(1<sup>ST</sup> Witness)

By: \_\_\_\_\_

John Tecklenburg

Its: Mayor

\_\_\_\_\_  
(2<sup>nd</sup> Witness)

STATE OF SOUTH CAROLINA    )  
COUNTY OF BERKELEY)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that John Tecklenburg, the Mayor of The City of Charleston, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of February, 2017.

\_\_\_\_\_  
(SEAL)

Notary Public, State of \_\_\_\_\_

Notary Name Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_